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26 UNITED STATES DISTRICT COURT

27 District of Nevada

28 LEONARD C. ADAMS) Case No. 03:22-cv-210
DENISE M. ADAMS,)
KENNETH ADDES,)
VICTORIA ADDES,) **ORIGINAL COMPLAINT AND JURY**
MICHEL F. AIELLO,) **DEMAND**
PATRICIA A. AIELLO,)
ADIB M. AL-AWAR,)
ELLEN A. AL-AWAR,)
DAVID J. ALBIOL,)
DR. FLORENCE ALEXANDER,)
DR. STANLEY ALEXANDER,)
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ROBERT L. ALLGEIER,)
KAREN R. ALLISON,)
BARBARA A. ALTMAN,)
DANIEL C. ALTMAN,)
STEVEN C. ALTMAN,)
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LYNDA GAY ANDERSON,)
ROBERT P. ANDERSON,)
ROBERTA J. ANDERSON,)
ALBERT D. ANDRADE,)

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2 RODNEY J. ARBOGAST,)
3 SUZANNE L. ARBOGAST,)
4 ALBERT M. ARECHIGA,)
5 RICHARD ARMIJO,)
6 EDWIN E. ARNOLD,)
7 ALLAN ARTHUR,)
8 MARY E. ASSELIN,)
9 ROBERT J. ASSELIN,)
10 MICHAEL AU,)
11 CINDY AVENA,)
12 THOMAS AVENA,)
13 LORETTA D. BACKES,)
14 PAUL P. BACKES,)
15 PETER L. BACKES,)
16 SIGFRIED BAKER,)
17 ALTERIO BANKS,)
18 DON L. BARNES,)
19 MIRIAM M. T. BARNES,)
20 JAMES W. BARNES,)
21 CLARK BARON,)
22 JOYCE BARON,)
23 CLARK R. BARTKOWSKI,)
24 JEAN P. BARTKOWSKI,)
25 GARY R. BARTON,)
26 MAVIS J. BARTON,)
27 IRENE K. BASS,)
28 JOSEPH F. BELLESORTE,)
15 MARJORIE Y. BERLIN,)
16 DONALD M. BERMAN,)
17 JANICE I. BERMAN,)
18 JEAN J. BERTHELOT,)
19 WILLIAM M. BETTENCOURT, JR.,)
20 JOAN BETTENCOURT, JR.,)
21 JAY BETZ,)
22 JOY BETZ,)
23 ANTHONY BILOTTO,)
24 GERALD L. BITTNER, SR.,)
25 SUSAN I. BITTNER,)
26 KAREN G. BLACHLY,)
27 CAROLYN N. BLACKMAN,)
15 JERRY L. BLACKMAN, SR.,)
16 DARREL L. BLANCK,)
17 YVONEE M. BLANCK,)
18 MICHAEL S. BLAU,)
19 SHAMIRAN BLAU,)
20 CHARMA N. BLOCK,)
21 JEROME L. BLOCK,)
22 JUDY A. BLOOD,)
23 RUSSELL M. BLOOD,)
24 CYNTHIA REED BOEGEL,)
25 DENNIS W. BOEGEL,)
26 BETTY BOESE,)
27 JOHN S. BORKOSKI,)
28 KATHLEEN K. BORKOSKI,)
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3 SARAH S. BRADBURY,)
4 ANN L. BRANT,)
5 RAYMOND F. BRANT,)
6 MICHAEL BRAUNSTEIN,)
7 GLEN J. BRECHT,)
8 JANET BRECHT,)
9 JANINE K. BRECHT,)
10 MARSHALL J. BRECHT,)
11 DONALD W. BREHM,)
12 HANNAH BREHMER,)
13 MARILYN BRENNER,)
14 MICHAEL BRENNER,)
15 MICHAEL T. BRIDGES,)
16 CINDY G. BRINES,)
17 MICHAEL R. BRINES,)
18 DONALD E. BRINEY,)
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20 DOREEN C. BROOKS,)
21 HOWARD D. BROOKS,)
22 JOHN P. BROUWERS,)
23 JOHN W. BROUWERS,)
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26 ELEANOR BUCK,)
27 WILLIAM E. BUCK,)
28 NANCY A. BUECHNER,)
15 WILLIAM R. BUECHNER,)
ED BURGESS,)
16 ALYCE E. CADWALLADER,)
17 DAVID S. CADWALLADER)
18 VALERIE CALLAHAN,)
19 JUDITH CANDELARIO,)
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21 MARGARET M. CANGELOSI,)
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24 ELSIE L. CARSON,)
25 LESLIE A. CARTER,)
26 RONALD R. CARTER,)
27 JAIRO A. CASTILLO,)
28 TITO A. CASTILLO,)
MARY ANN CATALANELLO,)
RALPH F. CATALANELLO,)
JACQUELINE CAUCHOIS,)
MAURICE CAUCHOIS,)
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ROBERT J. CENTANNI,)
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9 DOLORES J. CLIMO,)
10 JAMES D. CLIMO,)
11 GEORGE S. COHAN,)
12 NATALIE H. COHAN,)
13 NELSON L. COHEN,)
14 MARGARET H. COHN,)
15 PETER C. COHN,)
16 LARRY COLBORN,)
17 LORETTA COLBORN,)
18 SHIRLEY M. COLLINS,)
19 HOWARD CONNELL,)
20 LORENE CONNELL,)
21 DANIEL O. CONNER,)
22 HAROLD CORCORAN,)
23 JOYCE CORCORAN,)
24 JOSEPH L. COSTELLO,)
25 KAREN COTTRELL,)
26 KEVON COTTRELL,)
27 FRANKYE D. CRAIG,)
28 HOWARD L. CRAIG,)
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2 CHRISTINE CRAVEN,)
3 LEE CRAVEN,)
4 SHIRLEY CUPP-DOE,)
5 FERNANDO CUZA,)
6 KRISTI CUZA,)
7 DENISE M. DANIEL,)
8 LESLIE S. DANIEL,)
9 KLINT THOMAS DANNA,)
10 FRANK DAVENPORT,)
11 CHESLEY R. DAVIES,)
12 MARY E. DAVIES,)
13 MARTIN A. DAVIS,)
14 VIRGINIA L. DAVIS,)
15 NANCY R. DAVIS,)
16 PATRICK DAVIS,)
17 SUSAN DAVIS,)
18 TRACY A. DEBERRY,)
19 GARY DEPPE,)
20 PETER DELUCA,)
21 ANN R. DERY,)
22 JAMES D. DERY,)
23 DWAYNE H. DEUTSCHER,)
24 MICHELLE T. DEUTSCHER,)
25 ANNE F. DI SALVO,)
26 TAMARA DIAS,)
27 MARION B. DITTMAN,)
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3 MICHAEL DONAHUE,)
4 MIEKO DONOVAN,)
5 RICHARD DONOVAN,)
6 LORETTA DONNOLO,)
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8 D. JOSEPH DOUCET,)
9 LOUISE M. DOUCET,)
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13 JILL M. DOYLE,)
14 PATRICK J. DOYLE,)
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16 LAURA DRUBIN,)
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23 KAREN EBERLIN,)
24 RAYMOND J. EBERLIN,)
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ROBERT ESSAFF,)
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JAMES F. EVES,)
DENISE F. FAGER,)
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MELISSA A. FERNANDES,)
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5 ROBERTA FOXCROFT,)
6 JOHN V. FRAGOLA,)
7 EDWARD C. FRASER,)
8 JOHN R. FREDERICKSON,)
9 BARBARA FREY,)
10 DONALD FREY,)
11 ALAN B. FRIEDMAN,)
12 ROBERT FULLER,)
13 THEODORE J. FULLER,)
14 JOAN L. FULLER,)
15 GLENN W. GABOURY,)
16 SHARON M. GABOURY,)
17 DARLENE C. GAGE,)
18 JERRY L. GAGE,)
19 PAUL L. GARCELL,)
20 ALEX G. GASSIOT,)
21 EDMUND G. GAYLORD,)
22 AYLENE GERINGER,)
23 MARVIN W. GITTELMAN,)
24 TOBY E. GITTELMAN,)
25 GALE GLADSTONE-KATZ,)
26 ALICIA GOFFSTEIN,)
27 ROBERT GOFFSTEIN,)
28 NANCY GOLDEN,)
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2 SYLVIA GOLDENTHAL,)
3 BARRY J. GOLDSTEIN,)
4 PATRICIA B. GOLDSTEIN,)
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18 ALAN GROH,)
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21 TOBY A. GUNNING,)
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6 DWIGHT W. HAROUFF,)
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9 SUZE HARRINGTON,)
10 THOMAS T. HARRINGTON,)
11 MARGUERITE HARRISON,)
12 THOMAS B. HARRISON,)
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17 SUSAN K. HATHCOCK,)
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21 LEO L. HAYNES,)
22 ROLAND HEARN,)
23 NADINE HEATON,)
24 ROSE O. HECKER,)
25 BARBARA HEFFNER,)
26 MIKE HEFFNER,)
27 JOCELYNE HELZER,)
28 JAY E. HENMAN,)
15 JUDITH J. HENNEN,)
16 VIRGIL P. HENNEN,)
17 ALLEN HERD,)
18 MARILYN HERD,)
19 ALLAN R. HERNDOBBLER,)
20 SUE HERNDOBBLER,)
21 BRIAN K. HERNDON,)
22 SHARON L. HERNDON,)
23 DONALD A. HERRMANN,)
24 NANCY E. HERRMANN,)
25 JUDITH A. HEYBOER,)
26 PHILIP HIGERD,)
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28 EDWARD O. HIGH,)
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21 PATRICIA O. HOGLUND,)
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3 STEPHEN C. IRWIN,)
4 EVELYN IVES,)
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6 TAMARA L. JENSEN,)
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8 LARRY W. JOHNSON,)
9 MARYLIN JOHNSON,)
10 RICHARD A. JOHNSON,)
11 RONALD A. JOHNSON,)
12 SUSAN A. JOHNSON,)
13 DIANE E. JOHNSTON,)
14 PHYLLIS JOHNSTON,)
15 RODNEY L. JOHNSTON,)
16 DEBORAH F. JOSIFKO,)
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20 KEN KANEDA,)
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22 THELMA M. KEBBLE,)
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24 KATHLEEN KEITH,)
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26 DAVID G. KELLEY,)
27 CAROL KESLER,)
28 LINDSEY KESLER, JR.,)
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25 ERIKA G. LYNN,)
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27 SCOTT MACHOCK,)
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22 GILBERT MANUEL,)
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14 ERNEST J. MOORE,)
15 PATRICK J. MOORE,)
16 WILLIAM RICHARD MORENO,)
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18 NADINE MORTON,)
19 GEOFFREY MOTT,)
20 FRANK J. MURPHY,)
21 JAMES MURPHY,)
22 MARGARET F. MURPHY,)
23 TRACY MURPHY,)
24 KARDAKH NATTO,)
25 KELLY F. NEAL,)
26 CARMEN NEIDIG,)
27 DAN F. NELSON,)
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7 FREDA NEWMAN,)
8 ELSIE D. NEWMAN,)
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10 ALEATH NICOSIA,)
11 BENJAMIN NICOSIA,)
12 RICHARD A. NIELSEN,)
13 ALLEN M. NIRENSTEIN,)
14 DOROTHY H. NIRENSTEIN,)
15 JOHN NIX,)
16 LISA NIX,)
17 STANLEY M. NOVARA,)
18 JOAN NUNES,)
19 HENRY OBERMULLER,)
20 MENGIA OBERMULLER,)
21 CATHLEEN B. O'CONNOR,)
22 ROBERT H. O'CONNOR,)
23 ROBERT L. OGREN,)
24 BETTY R. OGREN,)
25 WILLIAM W. OGREN,)
26 DAVID M. OLDS,)
27 SALLY W. OLDS,)
28 KEVIN OLSEN,)
15 ANNIE OMAYE,)
16 STANLEY OMAYE,)
17 ADRIAN J.R. OOSTHUIZEN,)
18 CATHERINE OPPIO,)
19 JOHN E. O'RIORDAN,)
20 SONHILD A. O'RIORDAN,)
21 VESLAV ORVIN,)
22 AARON I. OSHEROW,)
23 PAUL OSTER,)
24 DAVID A PALMER,)
25 CYNTHIA ANN PARDEE,)
26 BETTY R. PARDO,)
27 LEXEY S. PARKER,)
28 HENRY E. PATTISON,)
15 RUTH V. PATTISON,)
16 JENNEFER C. PEELE,)
17 BILL PENN,)
18 ISA PENN,)
19 LYNN R. PERLMAN,)
20 ROBERT H. PERLMAN,)
21 ANDREW R. PETERSON,)
22 SHARON PETERSON,)
23 ROBERT D. PHILLIPS,)
24 HOLLY J. PICKEREL,)
25 VICKIE PIEPER,)
26 DONALD H. PINSKER,)
27 CHARLES B. PLUNKETT,)
28 ARTHUR POLACHECK,)

1 GLORIANNE POLACHECK,)
2 MARTHA W. POTTER,)
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4 JAMES C. PRESSWOOD,)
5 SHARON E. PRESSWOOD,)
6 DENNIS RAGGI,)
7 JOHN M. RANDALL,)
8 SHIRLEY A. RANDALL,)
9 BENITA M. RASHALL,)
10 CHARLES P. RASHALL,)
11 LINDA K. REDFERN,)
12 LINDA S. REED,)
13 MICHAEL REED,)
14 MARY ANN REES,)
15 NOEL E. REES,)
16 LINDA C. REID,)
17 MICHAEL H. RICCI,)
18 JEAN G. RICHARDS,)
19 RACHEL RIEHLE,)
20 CASSANDRA J. ROBBINS,)
21 DONNA R. ROBERTS,)
22 ROBERT W. ROBERTS,)
23 ALAN ROBINSON,)
24 GAIL ROBINSON,)
25 ROBERT R. RODRIGUEZ,)
26 ELISABETH ROGAL,)
27 MICHAEL G. ROGAL,)
28 JAMES W. ROGERS,)
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2 ARNOLD ROSENTHAL,)
3 DAVID ROSNER,)
4 MARY E. RUSSELL,)
5 BURTON M. SACK,)
6 GREGORY V. SAK,)
7 JANA L. SAK,)
8 MURRAY SALIT,)
9 RANDY M. SANCHEZ,)
10 SHARON SANCHEZ,)
11 HELENA SARMANIAN,)
12 PETER SARMANIAN,)
13 KENNETH D. SAWYER,)
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15 PHYLLIS L. SAYLER,)
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18 WILLIAM E. SCHNADT,)
19 KENNETH SCHULZ,)
20 SHIRLEY E. SCHWARTZ,)
21 RONALD C. SHACKELFORD,)
22 STEVEN A. SHANE,)
23 BLANCHE SHAPIRO,)
24 IRA JAY SHAPIRO,)
25 ROBERT SHAPIRO,)
26 JAMES W. SHAW,)
27 EVELYN SHEERIN,)
28 JOANN SHEERIN,)

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2 LESLIE P. SIGGS,)
3 ROBERT G. SIKORSKI,)
4 ALAN SIMON,)
5 CAROL SIMON,)
6 ALAN R. SIMMONS,)
7 JUDITH B. SIMMONS,)
8 BERNARD SINDLER,)
9 TARA SINDLER,)
10 DARYL B. SISK,)
11 BARBARA SKLAR,)
12 SUSAN M. SLATER,)
13 HERBERT SLOVIS,)
14 JULIE B. SLOVIS,)
15 BRADFORD H. SMITH,)
16 MAGGIE SMITH,)
17 JOYCE E. SMITH,)
18 JACK SNOW,)
19 HEIDI SNOW,)
20 ANGELA S. SNYDER,)
21 FRANCESCO SORO,)
22 BARBARA J. SPECKERT,)
23 ROBERT S. SPECKERT,)
24 CHARLES J. SPINA,)
25 NANCY H. SPINA,)
26 CLIFTON H. SPINDLE,)
27 Verna R. SPINDLE,)
28 CAROL A. SQUICCI,)
ARNOLD STAIRMAN,)
ROSALIND L. STARK,)
JAY S. STEIN,)
CYNTHIA M. STEINMETZ,)
NICHOLAS A. STEINMETZ,)
DAVID G. STERLING,)
JOSEPH STERLING,)
THERESA STERLING,)
MARY JUDE)
MICHAEL D. STEWART,)
GORDON N. STIMPSON,)
MARJORIE I. STIMPSON,)
GEORGE F. STONE,)
MARGARET A. STONE,)
DENISE STORCH,)
RALPH R. STORCH,)
RAND SULLIVAN,)
ROBERT SULLIVAN,)
ROBERT A. SUSSKIND,)
LELAND K. SWANSON,)
LENA M. SWANSON,)
DONALD SWEZEY,)
VIRGINIA SWILLEY,)
RAY SYFERT,)
CAROLE TALAN,)
CYRIL TAMMADGE,)
ELIZABETH TARR,)
WAYNE P. TARR,)

1 JOYCE L. TAYLOR,)
2 KERRY S. TAYLOR)
3 KEVIN TAYLOR,)
4 CALVIN TERRILL,)
5 GARY A. THIBAULT.)
6 SANDRA C. THIBAULT,)
7 BRYAN M. THOMAS,)
8 LORI M. THOMAS,)
9 DARYL D. THOMPSON,)
10 GREGORY R. THOMPSON,)
11 WILMA JEAN THOMPSON,)
12 NORMAN TIANO,)
13 DOUGLAS TICHENOR,)
14 SUSAN TICHENOR,)
15 DOROTHY TON,)
16 JAMES G. TON,)
17 RICHARD TRACY,)
18 ANTON TRAPMAN,)
19 IRENE TRAPMAN,)
20 RORY TRIANTOS,)
21 JOHN M. TRIPP,)
22 WARREN W. TRIPP,)
23 CARLOS A. TRUJILLO,)
24 CAROL I. TURNER,)
25 PAUL M. TURNER,)
26 JUDY TURNER,)
27 THOMAS R. TURNER,)
28 NANCY B. VENTURA,)
1 ROY R. VENTURA,)
2 MELODY VIOLET,)
3 MARIETTA VOGLIS,)
4 JACKIE RAY VOHS,)
5 GUNTER VOLPEL,)
6 RICHARD G. VRBANCIC,)
7 ROBERT R. WADE,)
8 SHIRLEY E. WADE,)
9 ELLEN WALLS,)
10 JOSEPH P. WALLS,)
11 DENNIS J. WARD,)
12 PATRICIA A. WARD,)
13 CARL M. WARFIELD,)
14 LAURA W. WARFIELD,)
15 COLLEEN WEAVER,)
16 JOHN WEAVER,)
17 BRIGITTE S. WEBER,)
18 HEINRICH R. WEBER,)
19 NORM WEBSTER,)
20 ARDIS WEIBLE,)
21 DEAN F. WEIBLE,)
22 JERROLD WEINSTEIN,)
23 ANDREW WELCHER,)
24 ROSANNE WELCHER,)
25 LAWRENCE D. WENGERT,)
26 DAWN M. WENGERT,)
27 CONNIE WESTBROOK,)
28 RACHEL WHEELER,)

1 EUGENE C. WIEHE,)
 2 BARTON R. WILKINSON,)
 3 DIANNA J. WILKINSON,)
 4 JOY WILLIAMS,)
 5 DORIS E. WINTER,)
 6 CRAIG WISCH,)
 7 KATHRYN WOLFE,)
 8 LARRY WOLFE,)
 9 MARLIN L. WONDERS,)
 10 R. YVONNE WONDERS,)
 11 RICHARD D. WOOD,)
 12 CYNTHIA WORK,)
 13 MARYANNE H. WORTHING,)
 14 RALPH E. WORTHING,)
 15 ANTHONY P. WYNN,)
 16 SHERI J. WYNN,)
 17 ROBERT J. YODER,)
 18 RICHARD L. YOUNGE,)
 19 JOSEPH G. ZAPPULLA,)
 20 CAROL A. ZAPPULLA,)
 21 KEN ZAWACKI,)
 22 ANTHONY J. ZERBO,)
 23 FRANZ J. ZIMMER,)
 24 and ALL OTHER SIMILARLY SITUATED)
 25 DIRECT LENDERS REPRESENTED BY BICKEL)
 26 & BREWER,)
 27
 28 **Plaintiffs,**)
 15 v.)
 16 SILAR ADVISORS, LP,)
 17 COMPASS PARTNERS, LLC,)
 18 COMPASS USA SPE, LLC,)
 19 COMPASS FINANCIAL PARTNERS, LLC,)
 20 COMPASS FINANCIAL PARTNERS LLC,)
 21 COMPASS FP CORP.,)
 22 COMPASS USA HOLDING, LLC,)
 23 COMPASS USA, LP,)
 24 COMPASS USA GP, LLC,)
 25 LEONARD MEZEI,)
 26 DAVID BLATT,)
 27 BORIS PISKUN,)
 28 JAY COHEN,)
 15 RON FRIEDMAN,)
 16 SILAR SPECIAL OPPORTUNITIES FUND, LP,)
 17 SMOF A, LLC,)
 18 SSOP, LLC,)
 19 ROBERT LEEDS,)
 20 JAY GRACIN,)
 21 HIN-KING TAI,)
 22 CADE LIU,)
 23 MARK OLSON,)
 24 WINDEMERE CAPITAL, LLC,)
 25 OAKBRIDGE CAPITAL INC.,)
 26 ECONOMIC GROWTH GROUP, INC.,)
 27 REPOTEX, INC.,)
 28 SERVICING OVERSIGHT SOLUTIONS, LLC,)
 15 MICHAEL REINER,)
 16 TYSON LOMAZOW,)

1 CITRON INVESTMENT GROUP, INC.,)
 2 MICHAEL CITRON,)
 3 and DANIELLE CITRON,)
 4 **Defendants.**)

5 Plaintiffs, on personal information as to their own actions and on information and belief as to
 6 all other matters, for themselves and on behalf of those similarly situated, hereby aver and seek relief
 7 against Defendants as set forth below:

8 **I.**

9 **PRELIMINARY STATEMENT**

10 This is the follow-on lawsuit by at least 566 fractional beneficial interest holders (“direct
 11 lenders”), as well as other similarly situated direct lenders represented by Bickel & Brewer, to the
 12 action pending before the Honorable Robert C. Jones (the “District Court”) that is styled *3685 San*
 13 *Fernando Lenders, LLC, et al. v. Compass USA SPE, LLC, et al.*, Case No. 2:07-cv-00892-RCJ-
 14 GWF (“892 Case”). This action is also “related to” the chapter 7 cases of debtors Asset Resolution
 15 LLC (“Asset Resolution”) and fourteen related special purpose entities (collectively with Asset
 16 Resolution, “Debtors”) pending before the District Court in the action styled *In re Asset Resolution*
 17 *LLC, et al.*, Case No. BK-S-09-32824-RCJ (the “Bankruptcy Cases”). Plaintiffs are direct lenders in
 18 commercial mortgage investment loans (the “Loans”) originated and originally serviced by USA
 19 Commercial Mortgage Company (collectively, “USACM”). The direct lenders financed the Loans.
 20 Defendants were (or are associated with) successors in interest to USACM’s loan servicing rights in
 21 connection with the Loans.

22 The plight of the direct lenders is well-known to the District Court. Beginning first with
 23 USACM’s filing for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy
 24 Court for the District of Nevada (the Honorable Linda B. Riegle) after it was no longer able to
 25 perpetuate its fraudulent activities and conceal from the direct lenders that the Loans were in default,
 26 and then continuing with the perpetuation and exacerbation of the harm caused by USACM to the
 27 28

1 direct lenders by Defendants, Plaintiffs have been repeatedly victimized by the avarice of their
2 purported loan servicing professionals and their co-conspirators. Indeed, many direct lenders are
3 retirees who have lost their life savings as a result of Defendants' loan servicing. Accordingly, by
4 this action, Plaintiffs seek to recover their extensive financial losses.

5 **II.**

6 **THE PARTIES**

7 **A. Plaintiffs**

8 1. Exhibit A attached hereto lists the named Plaintiffs, all of whom are direct lenders
9 that invested in the Loans. Plaintiffs reside in numerous states. Plaintiffs are largely elderly who
10 invested substantial life savings in the Loans.

11 **B. Defendants**

12 2. Defendant Silar Advisors, LP is a limited partnership organized and existing under
13 the laws of the State of Delaware, with its principal place of business in the State of New York.
14 Silar wholly owns Asset Resolution.

15 3. Defendant Compass Partners, LLC is a limited liability company organized and
16 existing under the laws of the State of Delaware, with its principal place of business in the State of
17 New York.

18 4. Defendant Compass USA SPE, LLC is a limited liability company organized and
19 existing under the laws of the State of Delaware, with its principal place of business in the State of
20 New York.

21 5. Defendant Compass Financial Partners, LLC is a limited liability company that was
22 organized under the laws of the State of Nevada and that had its principal place of business in the
23 State of Nevada.

1 6. Defendant Compass Financial Partners, LLC is a limited liability company organized
2 and existing under the laws of the State of Delaware, with its principal place of business in the State
3 of New York.

4 7. Defendant Compass FP Corp. is a corporation organized and existing under the laws
5 of the State of Delaware, with its principal place of business in the State of California.

6 8. Defendant Compass USA Holding, LLC is a limited liability company organized and
7 existing under the laws of the State of Delaware, with its principal place of business in the State of
8 New York.

9 9. Defendant Compass USA, LP is a limited partnership organized and existing under
10 the laws of the State of Delaware, with its principal place of business in the State of New York.

11 10. Defendant Compass USA GP, LLC is a limited liability company organized and
12 existing under the laws of the State of Delaware, with its principal place of business in the State of
13 New York.

14 11. Defendants Compass Partners, LLC, Compass USA SPE, LLC, Compass Financial
15 Partners, LLC (Nevada and Delaware), Compass FP Corp., Compass USA Holding, LLC, Compass
16 USA, LP, and Compass USA GP, LLC are collectively referred to herein as “Compass.”

17 12. Defendant Leonard Mezei (“Mezei”) is a resident of the State of New York and is a
18 principal of Compass.

19 13. Defendant David Blatt (“Blatt”) is a resident of the State of New York and was a
20 principal of Compass.

21 14. Defendant Boris Piskun (“Piskun”) is a resident of the State of California and was a
22 principal of Compass.

23 15. Defendant Jay Cohen (“Cohen”) is a resident of the State of New York and is a
24 principal of Compass.

1 16. Defendant Ron Friedman (“Friedman”) is a resident of the State of New York and is a
2 principal of Compass.

3 17. Defendant Silar Special Opportunities Fund, LP is a limited liability company
4 organized and existing under the laws of the State of Delaware, with its principal place of business in
5 the State of New York.

6 18. Defendant SMOF A, LLC is a limited liability company organized and existing under
7 the laws of the State of Delaware, with its principal place of business in the State of New York.
8 SMOF A, LLC funded Asset Resolution’s operations.

9 19. Defendant SSOP, LLC is a limited liability company organized and existing under the
10 laws of the State of Delaware, with its principal place of business in the State of New York.

11 20. Defendants Silar Advisors, LP, Silar Special Opportunities Fund, LP, SMOF A, LLC,
12 and SSOP II, LLC are collectively referred to herein as “Silar.”

13 21. Defendant Robert Leeds (“Leeds”) is a resident of the State of New York, is a
14 principal of Silar, and was a pre-petition principal of Asset Resolution.

15 22. Defendant Jay Gracin (“Gracin”) is a resident of the State of New York, is a principal
16 of Silar, and was a pre-petition principal of Asset Resolution.

17 23. Defendant Hin-King Tai (“Tai”) is a resident of the State of New York and is a
18 principal of Silar.

19 24. Defendant Cade Liu (“Liu”) is a resident of the State of New York. Liu was a former
20 employee of Compass and later became an employee of Silar.

21 25. Defendant Mark Olson (“Olson”) is a resident of the State of Nevada. Olson was the
22 Chief Operating Officer and Director of Marketing for USACM, and later became the Director of
23 Investor Relations for Compass.

1 26. Defendant Windemere Capital, LLC (“Windemere”) is a limited liability company
2 organized and existing under the laws of the State of Nevada, with its principal place of business in
3 the State of Nevada.

4 27. Defendant Oakbridge Capital Inc. (“Oakbridge”) is a corporation organized and
5 existing under the laws of the State of Delaware, with its principal place of business in the State of
6 Delaware. Mezei is a principal of Oakbridge.

8 28. Defendant Economic Growth Group, Inc. (“EGG”) is a corporation organized and
9 existing under the laws of the State of New York, with its principal place of business in the State of
10 New York. Mezei is the principal of EGG.

11 29. Defendant Repotex, Inc. (“Repotex”) is a corporation organized and existing under
12 the laws of the State of Delaware, with its principal place of business in the State of New York.
13 Mezei is a principal of Repotex.

15 30. Defendant Servicing Oversight Solutions, LLC (“SOS”) is a limited liability company
16 that was organized under the laws of the State of Connecticut and that had its principal place of
17 business in the State of Connecticut.

18 31. Defendant Michael D. Reiner (“Reiner”) is a resident of the State of Connecticut and
19 was a principal of SOS.

20 32. Defendant Tyson Lomazow (“Lomazow”) is a resident of the State of New York.
21 Lomazow served as legal counsel to Compass in connection with the Loans from 2007-2008.

23 33. Defendant Citron Investment Group, Inc. (“Citron”) is a corporation organized and
24 existing under the laws of the State of Florida, with its principal place of business in the State of
25 Florida. Citron was a Florida subservicer for Compass.

26 34. Defendant Michael Citron is a resident of the State of Florida and is a principal of
27 Citron.

35. Defendant Danielle Citron is a resident of the State of Florida and is a principal of Citron.

36. Michael and Danielle Citron are collectively referred to herein as the “Citron Defendants.”

III.

JURISDICTION AND VENUE

37. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331, 1334, and 1367.

38. Venue for this case in this district is proper pursuant to 28 U.S.C. § 1409.

IV.

FACTUAL ALLEGATIONS

A. Prior Proceedings: The USACM Bankruptcy, The 892 Case, And The Bankruptcy Cases

39. On April 13, 2006, USACM filed for relief under chapter 11 of the Bankruptcy Code.

40. USACM, which was a licensed mortgage broker under Chapter 645B of the Nevada Revised Statutes, originated and originally serviced the Loans.

41. Plaintiffs are direct lenders in the Loans.

42. The Loans were made by USACM on behalf of the direct lenders to third-party borrowers and secured by real property interests. The Loans are each evidenced by a “Promissory Note Secured By a Deed of Trust” or a “Promissory Note Secured By a Mortgage,” which were executed by third-party borrowers in favor of the direct lenders in each of the Loans. USACM was not a party to the Loans, including the Promissory Notes. Nevada law expressly governs the Loans.

43. USACM serviced the Loans pursuant to various Loan Servicing Agreements (the "LSAs") that it entered into separately with each of the direct lenders. Every direct lender was supposed to execute a single LSA that purported to cover every investment he or she subsequently

1 made with USACM. Nevada law expressly governed the LSAs, which were binding on all
 2 successors in interest.

3 44. Pursuant to an auction held on December 6, 2007, and effective February 16, 2007,
 4 Compass acquired as the successful auction bidder: (i) USACM's loan servicing rights in
 5 connection with the Loans pursuant to the LSAs; and (ii) certain fractional beneficial interests held
 6 by an affiliate of USACM in the Loans (collectively, the "Purchased Assets"). Compass's
 7 acquisition of the Purchased Assets was approved by Judge Riegle in a "Confirmation Order"
 8 entered on January 8, 2007, which was later affirmed on appeal by the District Court (Judge Jones
 9 and the Honorable Philip M. Pro).

10 45. On May 21, 2007, as a result of Compass's extensive loan servicing misconduct to
 11 the financial detriment of the direct lenders, the 892 Case was commenced. The 892 Case sought
 12 declaratory relief regarding (i) the ability of the direct lenders to terminate Compass (and later Asset
 13 Resolution) as their loan servicer under the LSAs and (ii) the loan servicing compensation allegedly
 14 owed to their loan servicer under the LSAs and the Loans, as well as damages.

15 46. On August 29, 2007, the District Court affirmed the Confirmation Order. In doing so,
 16 the District Court determined, among other things, that the ability of the direct lenders to terminate
 17 their loan servicer under the LSAs, as well as the right of the loan servicer under the LSAs to receive
 18 default interest and late fees as loan servicing compensation, were matters of contract interpretation,
 19 not plan confirmation, and thus the Confirmation Order did not purport to interpret the LSAs to
 20 define Compass's contractual rights under the LSAs. In other words, Compass acquired the LSAs
 21 without modification of their terms.

22 47. On November 6, 2007, the District Court entered a Preliminary Injunction in the 892
 23 Case that protected Compass from being terminated as the loan servicer under the LSAs, but enabled
 24 51% or more of the direct lenders in each of the Loans to move for termination of their loan servicer.
 25

1 The Preliminary Injunction also required Compass to hold in trust for the direct lenders, and not
2 disburse without “further order of this Court,” certain disputed funds (the “Trust Funds”).
3

4 48. For much of 2008, a District Court-approved standstill existed in the 892 Case while
5 the parties engaged in a District Court-ordered mediation process and the District Court-appointed
6 receiver analyzed the parties’ claims and sought the parties’ approval of a proposed class action
7 settlement. Those settlement efforts were ultimately unsuccessful and the litigation of the 892 Case
8 proceeded anew beginning in January 2009.

9 49. In February 2009, when Silar and Asset Resolution sought the approval of the District
10 Court in the 892 Case to move the Trust Funds from one account into loan specific sub-accounts for
11 greater transparency to the direct lenders, they represented that they “understand and acknowledge
12 that funds will not be distributed from these accounts without further order of the Court.”
13

14 50. In April 2009, pursuant to Silar’s motion, the District Court in the 892 Case
15 acknowledged, but did not approve, the substitution of Asset Resolution for Compass as the loan
16 servicer under the LSAs, but added Silar and Asset Resolution as parties to the Preliminary
17 Injunction over which it had in personam jurisdiction and for whose protection the Preliminary
18 Injunction extended. The Court added Silar to the Preliminary Injunction because it was concerned
19 that Asset Resolution was “just a shell” being interposed to protect Silar from liability, and to make
20 clear that the termination of the loan servicing rights under the LSAs would also eliminate any
21 interest that Silar had in those rights.
22

23 51. On July 6, 2009, the District Court made summary judgment rulings from the bench
24 in the 892 Case that were adverse to the loan servicer under the LSAs. Those summary judgment
25 rulings were later memorialized in written orders issued on September 18, 2009, and August 4, 2010.
26 Specifically, the District Court ruled that, pursuant to the compensation provisions of the LSAs, the
27 loan servicer was not entitled to collect default interest and late charges as servicing compensation in
28 connection with the Loans if the amount ultimately collected was less than the full principal amount

1 of the Loans. The District Court also ruled that the loan servicer under the LSAs was not entitled to
2 collect default interest and late charges as servicing compensation directly from the direct lenders.
3 The District Court further ruled that, for each of the Loans, the loan servicer under the LSAs was
4 entitled to receive only one accrued annual servicing fee, to be calculated by multiplying the
5 weighted average of the servicing fee percentages specified in the applicable LSAs for one year by
6 the total amount ultimately collected on the Loans. Finally, the District Court ruled that the loan
7 servicer under the LSAs was the direct lenders' fiduciary when handling any monies it collected on
8 the Loans.

10 52. On August 28, 2009, the District Court in the 892 Case approved the conveyance of
11 title to the collateral securing the "Gess" Loan based on a sale price of \$8.5 million, and determined
12 that Asset Resolution was entitled to recover a total of only approximately \$1.5 million in servicing
13 fees and advances from those sale proceeds, including only \$94,000 as a servicing fee. Asset
14 Resolution had claimed that under the LSAs it was entitled to retain all those sale proceeds (after
15 paying off a tax lien in the amount of approximately \$2 million).

17 53. On October 14, 2009, Debtors commenced the Bankruptcy Cases under chapter 11 of
18 the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York.

19 54. In its accompanying Statement of Financial Affairs, Asset Resolution disclosed under
20 penalty of perjury that, on September 3, 2009, it disbursed approximately \$950,460 of those Trust
21 Funds to itself – without further order of the District Court in the 892 Case.

23 55. On November 24, 2009, venue of the Bankruptcy Cases was transferred from New
24 York to the District of Nevada.

25 56. At an evidentiary hearing held in the Bankruptcy Cases on December 14, 2009, Tai
26 testified that the principals of Silar are the primary owners of SOS and, therefore, SOS is an
27 "affiliate" of Silar because Silar wholly owns Asset Resolution.

1 57. On January 5, 2010, the District Court from the bench immediately withdrew the
2 reference to the entirety of the Bankruptcy Cases, and modified the automatic stay to allow the 892
3 Case to proceed to a final conclusion. On January 25 and 28, 2010, the District Court issued written
4 orders in the Bankruptcy Cases withdrawing the reference and modifying the automatic stay,
5 respectively.
6

7 58. On January 19, 2010, the District Court ruled from the bench that it was immediately
8 converting the Bankruptcy Cases. On January 29, 2010, the District Court entered its nunc pro tunc
9 “Conversion Order,” pursuant to which the Bankruptcy Cases were converted to chapter 7 cases
10 under the Bankruptcy Code, and William A. Leonard, Jr. was appointed as bankruptcy trustee.
11

12 59. On January 21, 2010, the District Court entered its “Termination Order” in the 892
13 Case, pursuant to which it concluded that more than 51% of the direct lenders in 29 outstanding
14 Loans had terminated Compass and Asset Resolution as their loan servicers under the LSAs. The
15 District Court determined that good cause was not needed to terminate Compass and Asset
16 Resolution as the loan servicers under the LSAs because, pursuant to Nevada’s “51% Rule,” the
17 direct lenders always retained management control of their Loans by being able to designate a new
18 loan servicer upon the approval of at least 51% of the direct lenders in each of the Loans.
19

20 60. On January 25, 2010, the District Court vacated its Preliminary Injunction entered in
21 the 892 Case. That order was subsequently stayed pending appeal by the Ninth Circuit Court of
22 Appeals.
23

24 61. On February 8, 2010, the District Court entered in the Bankruptcy Cases its “51%
25 Rule Order” specifying how the direct lenders were to implement the 51% Rule under Nevada law to
26 reclaim management control of their outstanding Loans. The District Court subsequently approved
27 the assumption of the servicing of 27 outstanding Loans by new servicing agents approved by at
28 least 51% of the direct lenders, and placed the chapter 7 trustee in nominal control of the handful of

1 other outstanding Loans pending the direct lenders' approval of new servicing agents for those few
2 remaining Loans.

3 62. On May 25, 2010, the District Court entered in the Bankruptcy Cases its order
4 imposing sanctions against Silar, Leeds, Gracin, and Debtors' general and special bankruptcy
5 counsel for their roles in connection with the improper filing of the Bankruptcy Cases under chapter
6 11 of the Bankruptcy Code. The District Court determined that the filing of the Bankruptcy Cases
7 was undertaken in bad faith to escape its jurisdiction over the LSAs, the Loans, and the parties, and
8 was also frivolous. The District Court imposed sanctions against those parties, and in favor of the
9 direct lenders, in the total amount of \$279,615.47, as well as required Debtors' general and special
10 bankruptcy counsel to disgorge to the bankruptcy trustee their respective \$300,000 pre-petition
11 retainers. The District Court's sanctions order was subsequently stayed pending appeal upon those
12 parties depositing into the registry of the District Court separate supersedeas bonds in the amounts of
13 \$349,519.34, \$208,614.55, and \$349,519.34.

16 63. On June 9, 2010, the District Court entered additional summary judgment rulings in
17 the 892 Case. Among other rulings, the District Court determined that USACM, Compass, and
18 Asset Resolution were required under Nevada law to have, but lacked, valid powers of attorney to
19 service the Loans for the direct lenders. The District Court also concluded that Silar was the title
20 owner of the Purchased Assets and Compass was its loan servicing agent under the LSAs in
21 connection with the Loans. As a result, and based on the terms of the predominant "Type 4" LSAs,
22 Silar was liable for the loan servicing misconduct undertaken by Compass within the scope of its
23 agency relationship with Silar. The District Court further concluded that, pursuant to Silar's
24 assignment of its rights and interests in, and obligations under, the Purchased Assets to Asset
25 Resolution, Silar lacked standing to assert any counterclaims against the direct lenders for their
26 purported interference with the Purchased Assets. The District Court also determined that Silar and
27 Asset Resolution could not prevail as a matter of law on their contract and tort counterclaims against

1 the direct lenders based on the 51% Rule, Nevada law recognizing that a party may justifiably
 2 exercise and act to protect its rights, and the terms of the LSAs, and because Silar and Asset
 3 Resolution could not establish that the direct lenders caused their alleged damages. Finally, the
 4 District Court held that the “Plaintiff LLCs” (which had commenced the 892 Case) had lost their
 5 standing to sue because they had forfeited their right to transact business in Nevada.
 6

7 64. On June 24, 2010, the District Court enforced the Conversion Order, requiring the
 8 chapter 7 trustee to disburse the Trust Funds to the direct lenders (and limited others) because,
 9 pursuant to the District Court’s summary judgment rulings in the 892 Case, the loan servicer under
 10 the LSAs was not entitled to those funds as claimed servicing compensation – *i.e.*, default interest
 11 and late charges – because the direct lenders had not been repaid, and those funds were insufficient
 12 to repay, the entire principal balance for the particular Loans.
 13

14 65. On September 13, 2010, the District Court ruled from the bench in the 892 Case that
 15 it would not allow the former individual members of the Plaintiff LLCs to be substituted as named
 16 party plaintiffs in the 892 Case pursuant to Federal Rule of Civil Procedure 25(c). Instead, the
 17 District Court indicated that those direct lenders would have to pursue their damages claims in a new
 18 lawsuit, necessitating this action.
 19

20 66. The 892 Case proceeded to a jury trial on November 16, 2010. On December 14,
 21 2010, a nine-person jury found Silar and/or Asset Resolution liable for breaches of contract,
 22 breaches of the implied covenant of good faith and fair dealing in contract and in tort, breaches of
 23 fiduciary duties, conversion, and civil conspiracy in connection with their servicing of certain Loans
 24 pursuant to the LSAs. As a result, and based on the Court’s pretrial determination that Compass,
 25 Blatt, and Piskun were in default and, thus, liable as a matter of law, the jury awarded Plaintiffs a
 26 total of approximately \$79,000 in compensatory damages, excluding attorneys’ fees, and a total of
 27 \$5.1 million in punitive damages. Defendants are collaterally estopped from contesting the jury’s
 28 findings of liability in connection with the Loans.

1 67. Following the jury's verdict, the District Court indicated its intention to publish a
 2 declaratory judgment order discussing the ability of the direct lenders to terminate their loan
 3 servicers under the LSAs without good cause pursuant to the 51% Rule, the limited loan servicing
 4 compensation to which the loan servicers under the LSAs were entitled, the inability of mortgage
 5 brokers and loan servicers (such as Compass, Silar, and Asset Resolution) to place their financial
 6 interests in priority to those of the direct lenders, the lack of requisite powers of attorney held by the
 7 loan servicers under the LSAs, the inability of Silar and Asset Resolution to pursue damages claims
 8 against the direct lenders, and Silar's liability for Compass's loan servicing misconduct.

10 68. Based on the jury's findings and the District Court's anticipated declaratory judgment
 11 order, the District Court is also expected to award substantial attorneys' fees to the prevailing
 12 plaintiffs in the 892 Case pursuant to the terms of the LSAs.

13 **B. Defendants' Wrongful Loan Servicing Enterprise**

14 **1. Compass and Silar form their wrongful loan servicing enterprise.**

15 69. Compass and Silar operated their loan servicing enterprise from their offices, which
 16 were both located at 333 7th Avenue, Third Floor, New York, New York 10001. Silar leased its
 17 premises from Mezei, who owned that entire office space. Repotex and EGG also have their offices
 18 at that same address.

20 70. Silar funded Compass's acquisition of the Purchased Assets pursuant to a certain
 21 Master Repurchase Agreement ("MRA") and various related instruments, resulting in Silar obtaining
 22 ownership of the Purchased Assets and Compass servicing the Loans on behalf of the direct lenders
 23 as the loan servicing agent of Silar, as the District Court determined as a matter of law in the 892
 24 Case.

26 71. Silar's initial funding of Compass's acquisition of the Purchased Assets was based
 27 on: (i) a "first tier" financing of \$38 million, pursuant to which an \$18.5 million investment was
 28 made by the Gottex ABL Master Fund, another \$18.5 million investment was made by the Gottex

1 ABL Cayman Fund, and Silar Advisors, LP contributed \$1 million (all of which accrued 18%
 2 interest per annum); (ii) a “second tier” financing of \$12.5 million, pursuant to which Silar Special
 3 Opportunities Fund, LP funded \$10 million as “Class A Preferred,” with 27.5% compounded
 4 monthly interest, and funded another \$2.5 million as “Class B Preferred,” with 30% compounded
 5 monthly interest; and (iii) a “third tier” financing of \$1.8 million by Compass USA Holding, LLC.
 6

7 72. Pursuant to a Global Paying Agency Agreement, such initial funding was to be repaid
 8 in accordance with that three tier financing, such that the first tier would be repaid first and the third
 9 tier would be repaid last. The repayment of the second and third tiers would be to Silar and
 10 Compass in accordance with their limited partnership interests in Compass USA, LP. Silar Special
 11 Opportunities Fund, LP and Compass USA Holding, LLC were the limited partners of Compass
 12 USA, LP. SSOP, LLC succeeded to Silar Special Opportunities Fund, LP’s interest in Compass
 13 USA, LP in or about September 2008.
 14

15 73. After its original funding source dropped out in late January 2007, Compass was
 16 desperate to secure funding to complete its acquisition of the Purchased Assets and not lose its non-
 17 refundable \$6 million good faith deposit. Thus, Compass agreed to the extreme funding and
 18 repayment terms offered by Silar. That arrangement compelled Compass and Silar to undertake
 19 their wrongful loan servicing enterprise to realize any profits from the acquisition of the Purchased
 20 Assets.
 21

22 **2. Compass was a corporate labyrinth directed and overseen by Mezei.**

23 74. Compass engaged in its wrongful loan servicing enterprise through a multitude of
 24 separate companies. Specifically, Compass Partners, LLC assigned the Purchased Assets to
 25 Compass USA SPE, LLC, an otherwise asset-less corporate shell, but purported to service the Loans
 26 through its sub-servicers Compass Financial Partners, LLC (both Nevada and Delaware) and
 27 Compass FP Corp., whose sole member and shareholder, respectively, are Compass Partners, LLC.
 28

1 In addition, Compass Partners, LLC is the manager of Compass USA GP, LLC, which is the general
 2 partner of Compass USA, LP, in which Compass USA Holding, LLC was a limited partner.

3 75. Compass was operated on a day-to-day basis by two of its principals, Piskun and
 4 Blatt. Cohen and Friedman were also principals of Compass involved in, and Liu and Olson were
 5 substantial participants in, the wrongful loan servicing enterprise operated by Compass.

6 76. Mezei, however, was the key principal of Compass. Mezei is the President of
 7 Compass Partners, LLC. Mezei secured the funding from Silar for Compass's acquisition of the
 8 Purchased Assets, and executed a personal guaranty in support of such funding. Mezei was also
 9 involved in, directed, and oversaw all significant loan servicing decisions made by Compass.

10 11 **3. Silar takes control from Compass of the operation and management of the loan**
 12 **servicing enterprise, which is directed and overseen by Leeds.**

13 77. In late September 2008, while the 892 Case was pending, Silar formed its wholly-
 14 owned subsidiary Asset Resolution, and assigned all its rights and interests in, and obligations under,
 15 the Purchased Assets, including all its causes of action in connection with the Purchased Assets, to
 16 Asset Resolution. Asset Resolution then purported to foreclose on Compass's interests in the
 17 Purchased Assets and assume all the rights and obligations attendant to owning the Purchased
 18 Assets, including all the liabilities resulting from the loan servicing enterprise operated and managed
 19 by Compass. Indeed, Asset Resolution asserted that it was entitled to recover, and pursued (and
 20 continues to pursue) the recovery of, all loan servicing compensation owed to, and all servicing
 21 advances made by, Compass in connection with the Loans.

22 78. Silar formed Asset Resolution merely to be an empty corporate shell in which Silar
 23 would hold the Purchased Assets. The purpose of that corporate shell game was so Silar could
 24 obtain the benefit of ownership of the Purchased Assets, while purporting to avoid the liabilities
 25 incurred in connection with the Purchased Assets. Asset Resolution had no employees, and was
 26 operated, administered, and controlled by Silar – primarily Leeds, Gracin, and Tai – until January
 27
 28

1 19, 2010, when the District Court converted the Bankruptcy Cases, which were filed under chapter
 2 11 of the Bankruptcy Code on October 14, 2009, to cases under chapter 7 of the Bankruptcy Code,
 3 resulting in the appointment of a bankruptcy trustee. Thus, until January 19, 2010, Asset Resolution
 4 was a mere instrumentality or alter ego of Silar.
 5

6 79. Also in late September 2008, because Asset Resolution was merely an empty
 7 corporate shell, Silar formed SOS to act as the day-to-day sub-servicer for Asset Resolution in
 8 connection with the Loans. SOS was operated, administered, and controlled by Silar, including
 9 Leeds, Gracin, and Tai. Reiner was the manager of SOS. Thus, SOS was a mere instrumentality or
 10 alter ego of Silar. SOS was subsequently dissolved and its assets were disbursed to Leeds, Gracin,
 11 and Tai.
 12

13 80. As President and CEO of Silar, Leeds was involved in, directed, and oversaw all
 14 significant loan servicing decisions made by Silar (and Asset Resolution and SOS) in connection
 15 with the loan servicing enterprise.
 16

17 **4. Other professionals conspired with Compass and Silar to perpetuate their loan
 18 servicing enterprise.**

19 81. Compass's and Silar's wrongful loan servicing enterprise was assisted by the legal
 20 advice of Lomazow, who rendered legal opinions that purported to justify their misconduct.
 21

22 82. Compass's and Silar's wrongful loan servicing enterprise was assisted by
 23 Windemere, which is a Nevada-licensed mortgage broker that Compass and Silar (and Asset
 24 Resolution and SOS) used to sub-service the Loans in purported compliance with the District
 25 Court's Preliminary Injunction in the 892 Case.
 26

27 83. As a result of the wrongful loan servicing enterprise, Oakbridge purchased fractional
 28 beneficial interests in various Loans at substantial discounts.
 29

30 84. In or about June 2008, Repotex purchased the remaining participation interest held by
 31 the Gottex ABL Master Fund in the first tier financing of the Purchased Assets for \$8,375,000. EGG
 32

1 funded Repotex's purchase. Those transactions resulted in the disappearance of Mezei's personal
 2 guaranty in connection with the Purchased Assets.

3 **5. The wrongful loan servicing enterprise seeks to defraud Plaintiffs.**

4 **a. Defendants seek to defraud Plaintiffs with respect to the "Standard**
 5 **Property" Loan.**

6 85. On February 27, 2006, the Standard Property borrower executed a Promissory Note
 7 Secured by Mortgage in the principal amount of \$17,750,000 that provided for an interest rate of
 8 12.5% per annum. Pursuant to section 4 of the Note, all payments on the Note were to be applied
 9 first toward the payment of accrued interest. As of February 16, 2007, the total remaining principal
 10 balance of the Standard Property Loan was \$9,640,000. The Loan was resolved in March 2007.

11 86. Specifically, on March 20, 2007, the Standard Property borrower resolved the Loan
 12 by paying: (i) the Standard Property direct lenders 100% of their outstanding principal, but no
 13 accrued interest; and (ii) Silar over \$870,000 as loan servicing compensation (*i.e.*, default interest,
 14 late charges, and other fees) that was purportedly owed to the loan servicer under the LSAs.

15 87. The Standard Property borrower made that payment to Silar pursuant to a secret "side
 16 deal" that was not disclosed in the letter, dated March 7, 2007, that Compass sent through the United
 17 States mail to the Standard Property direct lenders in which they were asked to, and did, consent to
 18 the repayment of 100% of the outstanding principal, but no accrued interest, in full satisfaction of the
 19 Loan. The intent of the letter was to avoid paying additional collected sums to the Standard Property
 20 direct lenders as accrued regular interest as required by section 4 of the Note.

21 88. In fact, on May 18, 2007, Compass sent through the United States mail its first loan
 22 status report to the direct lenders. In that report, Compass discussed the Standard Property Loan as
 23 one of its "Loan Payoff Successes," stating in full: "The Borrower paid 100% of the Unpaid
 24 Principal Balance with the consent of 100% of the Direct Lenders, as provided by the Loan
 25 Agreement and Loan Servicing Agreement. This settlement also retired a lawsuit filed against the
 26
 27
 28

Direct Lenders by the Borrower.” Again, Compass did not disclose to the Standard Property direct lenders the existence of the secret side deal that resulted in the Standard Property borrower paying over \$870,000 to Silar instead of the Standard Property direct lenders as required by section 4 of the Note.

b. Defendants seek to defraud Plaintiffs with respect to the “Fiesta Oak Valley” Loan.

89. USACM originated the Fiesta Oak Valley Loan in June 2004. As of February 16, 2007, the unpaid principal balance of the Loan was \$20,500,000 and accrued regular interest was approximately \$6,600,000.

90. On March 2, 2007, counsel for Vindrauga Corporation, an affiliate of Debt Acquisition Company of America, sent a letter to Compass purporting to terminate Compass as the loan servicer of the Fiesta Oak Valley Loan pursuant to the “Surviving Section 3 Right” set forth in the Bankruptcy Court’s Confirmation Order. The letter advised Compass that more than 51% of the fractional beneficial interest in the Fiesta Oak Valley Loan had elected to substitute Vindrauga for Compass as the loan servicer for the Loan.

91. On March 23, 2007, Compass sent through the United States mail a letter to the Fiesta Oak Valley direct lenders in which it stated that a third party wanted to purchase their fractional beneficial interests in the Loan in an amount that was 91% of the unpaid principal balance, which was equivalent to a 68% discount because the offer did not include payment for the entire principal balance or any accrued regular interest. That third party was Oakbridge.

92. On March 22, 2007, however, the Fiesta Oak Valley borrower had informed Compass that it intended to pay off the Fiesta Oak Valley Loan in full by July 2007. In an internal e-mail, Compass recognized that the disclosure of that information to the Fiesta Oak Valley direct lenders would make it more difficult to purchase their fractional beneficial interests in the Fiesta Oak Valley

1 Loan at a substantial discount. As a result, Compass schemed to misrepresent the status and value of
 2 the Fiesta Oak Valley Loan to the Fiesta Oak Valley direct lenders.

3 93. On April 4, 2007, Compass sent through the United States mail a loan status report to
 4 the Fiesta Oak Valley direct lenders which misrepresented the status and value of the Fiesta Oak
 5 Valley Loan and indicated that expensive foreclosure efforts against the borrower would likely need
 6 to be initiated. Specifically, Compass knew that the Fiesta Oak Valley borrower was intending to
 7 pay off the Loan in full and that the value of the collateral securing the Loan exceeded
 8 \$200,000,000. Compass, however, failed to disclose that information to the Fiesta Oak Valley direct
 9 lenders.

11 94. As of March 14, 2007, Compass was not a direct lender in the Fiesta Oak Valley
 12 Loan. However, by early May 2007, Compass, Oakbridge, and Mezei had acquired more than 51%
 13 of the fractional beneficial interests in the Fiesta Oak Valley Loan, precluding Vindrauga from
 14 exercising the Surviving Section 3 Right to terminate Compass as the loan servicer for the Loan.
 15 Compass, Oakbridge, and Mezei acquired that fractional beneficial interest in the Fiesta Oak Valley
 16 Loan at a substantial discount as a result of Compass's misrepresentations to the Fiesta Oak Valley
 17 direct lenders, to their financial detriment.

19 95. Silar funded Compass's acquisition of fractional beneficial interests in the Fiesta Oak
 20 Valley Loan. Silar did so after being notified by Compass of the true status and value of the Fiesta
 21 Oak Valley Loan. Silar thereafter purchased the more than 51% fractional beneficial interest in the
 22 Fiesta Oak Valley Loan held by Compass, Oakbridge, and Mezei, and then sold that interest for a
 23 substantial profit, to the financial detriment of the Fiesta Oak Valley direct lenders.

25 c. **Defendants seek to defraud Plaintiffs with respect to the "Shamrock"**
 26 **Loan.**

27 96. On March 23, 2007, Compass sent a misleading letter through the United States mail
 28 to the Shamrock direct lenders seeking their approval to accept a "third party" offer to purchase the

1 Shamrock Loan for 88% of the outstanding principal balance and no accrued interest. That third
 2 party was Oakbridge. That letter was misleading because Compass knew, but did not disclose, that
 3 the buyer was willing to pay 100% of the Shamrock direct lenders' outstanding principal balance
 4 and all accrued interest, plus certain other fees. That letter was also misleading because it did not
 5 disclose that the collateral securing the Shamrock Loan was worth millions of dollars more than the
 6 unpaid principal balance. Compass had such knowledge because it had negotiated an agreement
 7 with the third party pursuant to which the third party would purchase the Shamrock property in a
 8 foreclosure sale for the entire value of the Loan, *i.e.*, for the outstanding principal balance and all
 9 due and owing accrued interest, default interest, late fees, and other fees.

10
 11 97. When only some Shamrock direct lenders accepted the 88% purchase offer, Compass
 12 proceeded to foreclose on the Shamrock property to effectuate the sale to the third party. Silar aided
 13 this scheme by providing funds to Compass to remove a tax lien that would have prevented Compass
 14 from initiating foreclosure proceedings and effectuating the foreclosure sale to the third party in full
 15 satisfaction of the amounts due and owing in connection with the Shamrock Loan.

16
 17 98. In March 2008, Compass wrongfully retained possession of substantial proceeds from
 18 the sale of the Shamrock property to which it was not entitled. Pursuant to the Shamrock Promissory
 19 Note, all payments on the Shamrock Loan were to be applied first to accrued regular interest, then to
 20 unpaid collection costs and late charges, and any remaining amount to outstanding principal.
 21 Moreover, the loan servicer under the LSAs was not entitled to any late charges or default interest
 22 unless those sums were "collected from the borrower," rather than, like here, from a third party
 23 pursuant to a foreclosure sale.

24
 25 **d. Defendants seek to defraud Plaintiffs with respect to the "Anchor B"**
 26 **Loan.**

27
 28 99. On May 31, 2005, USACM originated a loan in the amount of \$5,850,000 to Anchor
 B, LP.

100. On January 14, 2008, Compass foreclosed on the Anchor B property on behalf of the Anchor B direct lenders.

101. In September 2009, through the use of interstate wires, Asset Resolution, by Reiner, sought, and purported to obtain, the verbal consent of at least 51% of the Anchor B direct lenders to sell the Anchor B property to a third party buyer for \$1.9 million. Because it purported to have the consent of at least 51% of the Anchor B direct lenders, Asset Resolution sold the Anchor B property for \$1.9 million on September 30, 2009.

102. Asset Resolution, however, lacked the consent of at least 51% of the Anchor B direct lenders to sell the Anchor B property. Three Anchor B direct lenders – who accounted for 6.43% of that purported 51% verbal authorization to sell the Anchor B Property – actually voted against the sale of the Anchor B property several days prior to September 30, 2009.

103. After the sale of the Anchor B Property was consummated, Asset Resolution
improperly claimed all the net sale proceeds in the amount of \$457,526.36 as a purported “base
servicing fee,” and paid \$374,102.43 of those proceeds to its then-litigation counsel Greenberg
Traurig LLP for “September and October,” even though Greenberg Traurig was not the responsible
counsel for the Anchor B property.

e. Defendants seek to defraud Plaintiffs with respect to the “Gramercy” Loan.

104. On June 25, 2004, USACM originated a loan to Gramercy Court, Ltd. that eventually totaled \$34,885,500. Compass subsequently foreclosed on the Gramercy property, which is a 220-unit condominium project that is comprised of two five-story buildings each containing 110 condominium/apartment units.

105. Following the foreclosure of the Gramercy property, Defendants wrongfully allowed tax liens to be asserted in the total amount of approximately \$2.6 million, mechanic's liens to be asserted in the total amount of approximately \$1.7 million, and liability insurance to lapse.

1 106. Although the Gramercy property generated excess cash flow of approximately
 2 \$40,000 per month, only one of the two buildings was being leased. That is because Defendants had
 3 erroneously informed the Gramercy direct lenders by mail and interstate wire communications that it
 4 would require \$5 million to get the second building ready to lease, which was cost prohibitive, and
 5 therefore advised that the Gramercy direct lenders should sell the Gramercy property. In fact, the
 6 cost to get the second building ready to lease was less than \$700,000. Thus, Defendants' actions
 7 resulted in the Gramercy direct lenders losing years of substantial rental income that would have
 8 been realized from the completion of the second building.

10 107. In addition, instead of the cash realized from the Gramercy property being paid to the
 11 Gramercy direct lenders as rental income or used to pay the property taxes and the mechanic's liens,
 12 Defendants have wrongfully taken, and not accounted for, the cash generated by the Gramercy
 13 property to the financial detriment of the Gramercy direct lenders.

15 f. **Defendants seek to defraud Plaintiffs with respect to the "Trust Funds."**

16 108. The Preliminary Injunction entered in the 892 Case required the loan servicers under
 17 the LSAs to escrow, and not disburse except upon further order of the District Court, the Trust
 18 Funds. Silar and Asset Resolution subsequently acknowledged that they were bound by that
 19 requirement when they sought and successfully obtained in the 892 Case the District Court's
 20 approval to move the Trust Funds from one account into specific sub-accounts for the Loans for
 21 greater transparency to the direct lenders.

23 109. On September 3, 2009, however, Asset Resolution wrongfully paid itself \$950,439.32
 24 from the Trust Funds as purported loan servicing compensation to which it was not entitled. Asset
 25 Resolution did so without further order of the District Court, as required by the Preliminary
 26 Injunction entered in the 892 Case.

1 **C. Defendants' Additional Loan Servicing Misconduct**2 **1. Defendants generally engaged in extensive loan servicing misconduct.**

3 110. As described herein, Defendants engaged in extensive loan servicing misconduct,
 4 individually and in concert, to enrich themselves to the financial detriment of the direct lenders.
 5 Silar is vicariously liable for the loan servicing misconduct described herein that its servicing agent
 6 Compass perpetrated within the scope of its agency relationship with Silar. Silar is also liable for the
 7 loan servicing misconduct described herein that was undertaken by Asset Resolution and SOS as
 8 they were mere instrumentalities or alter egos of Silar. Compass and Silar are also liable for any
 9 loan servicing actions taken or not taken by their sub-servicers.

11 111. Defendants purported to act as the direct lenders' loan servicers in connection with
 12 the Loans even though they lacked the required powers of attorney to do so. Given the lack of such
 13 authority, Defendants wrongfully took actions and incurred obligations and liabilities on behalf of
 14 the direct lenders in connection with the Loans. Defendants' lack of such authority also precludes
 15 Defendants from pursuing claims for recovery of purported loan servicing compensation owed to
 16 them pursuant to the LSAs in connection with the Loans.

18 112. Defendants failed to act in compliance with their fiduciary duties to the direct lenders
 19 when handling funds in connection with the Loans. Among other things, Defendants wrongfully
 20 took and retained funds as purported loan servicing compensation to which they were not entitled,
 21 and have not properly accounted for funds received in connection with the Loans.

23 113. In addition, Defendants failed to act in accordance with their contractual and statutory
 24 obligations to obtain the consent of at least 51% of the direct lenders in the Loans to take actions on
 25 their behalf in connection with the Loans. Among other things, Defendants failed to seek such
 26 consent in connection with proposed discounted payoffs made by borrowers, the pursuit of
 27 foreclosure proceedings, the modification of the terms of the Loans, the sale of foreclosed-upon
 28

1 collateral securing the Loans, and advances made to borrowers and other third parties related to the
 2 Loans.

3 114. Defendants failed to act in accordance with their contractual and statutory obligations
 4 to disclose all proposed discounted payoffs made by the borrowers to the direct lenders, and to
 5 accept all proposed discounted payoffs that more than 51% of the direct lenders instructed
 6 Defendants to accept on their behalf. Defendants failed to disclose and accept such proposed
 7 discounted payoffs because they did not include millions of dollars in default interest, late charges,
 8 and other fees to which Defendants wrongfully claimed to be entitled.

9 115. Defendants failed to evaluate and resolve the defaulted Loans in a timely manner
 10 when the direct lenders were enjoined by the Preliminary Injunction from doing so because
 11 Defendants intended for the Loans to accrue additional amounts of default interest and late charges
 12 to which Defendants wrongfully claimed to be entitled. Indeed, although Compass paid \$8 million
 13 for the loan servicing rights under the LSAs on February 16, 2007, Compass claimed to be entitled
 14 to more than \$120 million in loan servicing compensation in connection with the Loans in an
 15 accounting filed with the District Court on November 15, 2007. As a result, the value of the
 16 collateral securing the Loans depreciated substantially when the economy and the commercial real
 17 estate market subsequently experienced a significant downturn, causing Plaintiffs to suffer millions
 18 of dollars in damages across the portfolio of outstanding Loans.

21 2. **Defendants engaged in loan servicing misconduct in connection with the “Lerin**
Hills” Loan.

22 116. In December 2005, USACM originated a \$10,350,000 loan to Lerin Hills, Ltd. that
 23 was secured by a second lien on certain real estate. USACM and the Lerin Hills borrower
 24 subsequently negotiated a settlement payoff pursuant to which the borrower agreed to pay
 25 \$9,552,824.38, which amounted to 93% of the principal balance on the Loan, and USACM (on
 26 behalf of the direct lenders for that Loan) agreed to waive repayment of \$797,175.62 in principal,

1 \$677,860.24 in unrecovered interest, and \$5,120,000.00 in an unrecovered exit fee payable to
2 USACM. All the Lerin Hills direct lenders approved the settlement payoff, and Judge Riegle
3 approved the settlement payoff by order dated December 12, 2006. USACM notified Compass of
4 the order approving the settlement payoff.
5

6 117. Notwithstanding Judge Riegle's order authorizing USACM to settle the Lerin Hills
7 Loan, no settlement payment was ever received in connection with that Loan. Instead, Compass
8 subsequently refused to accept the Lerin Hills borrower's attempts to make the agreed settlement
9 payment in full satisfaction of its obligations under the Lerin Hills Loan. Compass demanded that
10 the Lerin Hills borrower make a payoff for all sums due and owing on the Lerin Hills Loan in the
11 total amount of \$17,306,947.38, which included late fees, default interest, and the \$5.12 million exit
12 fee payable to Compass that USACM had previously agreed to waive. Compass specifically told the
13 Lerin Hills borrower that it did not care about Judge Riegle's order approving the settlement payoff
14 or if the Lerin Hills project "burned" because Compass did not purchase USACM's loan servicing
15 rights for charity but to make money. Compass also recognized that the Lerin Hills borrower's
16 failure to acquiesce to its demand to pay an exit fee would result in the Lerin Hills direct lenders
17 losing their money.
18

19 118. When the Lerin Hills borrower refused to accede to Compass' settlement payoff
20 demands, Compass moved to foreclose on the Lerin Hills Loan. Although Compass subsequently
21 withdrew its notice of foreclosure, the damage had already been done. Specifically, as Compass was
22 aware, the Lerin Hills Loan was a second lien subordinate to a first lien and an intercreditor
23 agreement with Wachovia Bank. By initiating foreclosure proceedings while the first lien was still
24 outstanding, Compass triggered Wachovia's right to accelerate its own loan and foreclose on the
25 property. Wachovia then sold its first lien rights to another party, which pursued its foreclosure
26 rights, eliminating all the direct lenders' equity in the property as second lienholders and resulting in
27 a total loss to the Lerin Hills direct lenders.
28

1 **3. Defendants engaged in loan servicing misconduct in connection with the “Bay**
 2 **Pompano” Loan.**

3 119. In June 2005, USACM originated a \$32 million loan to Bay Pompano Beach, LLC.
 4 On April 3, 2007, the Bay Pompano borrower made a written settlement proposal to Compass,
 5 stating that it would pay the full remaining principal balance, all outstanding accrued ordinary
 6 interest, and an exit fee in the amount of \$320,000, but not default interest or late fees. Compass,
 7 however, did not notify the Bay Pompano direct lenders of that settlement proposal.

8 120. By certified letter dated April 13, 2007, a Bay Pompano direct lender, on behalf of at
 9 least 51% of the direct lenders in that Loan, requested that Compass accept the borrower’s settlement
 10 proposal of April 3, 2007. Compass did not respond to that letter. Instead, by letter dated April 25,
 11 2007, counsel for Compass wrote the Bay Pompano borrower, advising that the amount then due and
 12 owing included (i) the principal balance of \$14,682,911.51, (ii) ordinary and default interest totaling
 13 \$2,621,593.40, (iii) late fees totaling \$877,526.24, and (iv) exit fees totaling \$320,000.00; and
 14 demanding that the borrower immediately assign to Compass all rents, income, and profits generated
 15 by the collateralized property.

16 121. A loan status report for the Bay Pompano Loan, dated June 8, 2007, indicated that, on
 17 May 17, 2007, the Bay Pompano borrower purportedly made a settlement offer of \$15,689,122.00,
 18 and Compass would be requesting that the Bay Pompano direct lenders accept a discounted payoff
 19 resulting in them receiving approximately 90% of the principal balance and waiving accrued interest.
 20 Thus, according to that loan status report, Compass purportedly would propose that the Bay
 21 Pompano direct lenders accept the Bay Pompano borrower’s settlement offer if Compass could
 22 retain more than \$2 million in fees and default interest. Compass, however, never conveyed the
 23 borrower’s settlement offer to the Bay Pompano direct lenders. Instead, without the consent of the
 24 Bay Pompano direct lenders, Compass chose to foreclose on the Bay Pompano Loan because the
 25 Bay Pompano borrower purportedly “was not willing to make a full repayment of the loan which left

1 Compass with no choice but to foreclose.” As a result of Compass’s wrongful foreclosure action
 2 against the Bay Pompano borrower, the direct lenders were damaged.

3 4. **Defendants engaged in loan servicing misconduct in connection with the “Fox**
 4 **Hills” and “Eagle Meadows” Loans.**

5 122. In October 2005 and January 2006, USACM originated loans to Fox Hills 216, LLC
 6 and Eagle Meadows Development, respectively, in the total principal amount of between \$57 and
 7 \$58 million. The Fox Hills and Eagle Meadows Loans were made in connection with the same real
 8 estate development project in Los Banos, California, and to borrowers having the same principal.

9 123. The total amount of principal and accrued interest due and owing on the Fox Hills
 10 and Eagle Meadows Loans was \$58 million as of November 2006, and \$62.3 million as of March
 11 2007. A lien in the amount of \$3.3 million against certain property that was paid by Compass
 12 increased the total amount due and owing on the Fox Hills and Eagle Meadows Loans to \$65.6
 13 million.

14 124. In late December 2006, the principal of the Fox Hills and Eagle Meadows borrowers
 15 met with Compass representatives, including Piskun, regarding the two Loans. At that meeting,
 16 Compass stated that it was “now in control of the Loans and that all decisions would be made by
 17 them and no one else and therefore [the principal of the Fox Hills and Eagle Meadows borrowers]
 18 was to talk solely with them about the resolution of the Loans.” Compass also invited the principal
 19 of the Fox Hills and Eagle Meadows borrowers to submit a settlement proposal to pay off the two
 20 Loans.

21 125. Pursuant to Compass’ invitation, the principal of the Fox Hills and Eagle Meadows
 22 borrowers subsequently made four settlement payoff proposals to Compass. The final payoff
 23 proposal to Compass was for \$65 million, which the principal of the Fox Hills and Eagle Meadows
 24 borrowers believed to be an amount sufficient to pay off the principal balance and all accrued
 25 interest on the two Loans.

1 126. Although the principal of the Fox Hills and Eagle Meadows borrowers repeatedly
 2 asked Compass for its calculation of the total amount of principal and accrued interest due and
 3 owing on the two Loans, Compass neither provided him with its breakdown of the total amount due
 4 and owing on the Loans, nor responded to any of his four loan settlement payoff proposals.
 5

6 127. Instead, on or about March 5, 2007, Compass provided the principal of the Fox Hills
 7 and Eagle Meadows borrowers with a settlement payoff proposal for the two Loans in the total
 8 amount of more than \$70 million. Despite the request of the principal of the Fox Hills and Eagle
 9 Meadows borrowers, Compass never provided him with a breakdown of the \$70 million figure,
 10 including how much of the proposed settlement payoff comprised default interest and late charges.
 11

12 128. Upon learning of the \$65 million settlement payoff proposal made by the principal of
 13 the Fox Hills and Eagle Meadows borrowers, approximately 75% of the Fox Hills and Eagle
 14 Meadows direct lenders sent a written demand to Compass to accept the \$65 million settlement
 15 payoff proposal.
 16

17 129. Notwithstanding that directive by more than 51% of the Fox Hills and Eagle
 18 Meadows direct lenders, Compass refused to accept the \$65 million settlement payoff proposal
 19 because that proposal was purportedly \$9 million too low to repay the full principal balance of the
 20 Fox Hills and Eagle Meadows Loans. In other words, Compass refused to accept the settlement
 21 payoff proposal because it did not include default interest, late charges, and other fees to which
 22 Compass wrongly claimed to be entitled. Compass acknowledged as much to one of the Fox Hills
 23 and Eagle Meadows direct lenders, and also confirmed that it was “unwilling to compromise.”
 24

25 130. Compass’s actions caused substantial damages to the Fox Hills and Eagle Meadows
 26 direct lenders.
 27
 28

1 **5. Defendants engaged in loan servicing misconduct in connection with the**
2 **“Harbor Georgetown” Loan.**

3 131. In August 2004, USACM originated a loan in the amount of \$8,800,000 to Harbor
4 Georgetown, L.L.C.

5 132. In or about March 2008, the Harbor Georgetown direct lenders instructed Compass to
6 accept on their behalf the Harbor Georgetown borrower’s proposed settlement payoff in the amount
7 of \$7,750,000 in full satisfaction of the Harbor Georgetown Loan.

8 133. Compass wrongfully refused to accept that proposed settlement payoff on behalf of
9 the Harbor Georgetown direct lenders because one direct lender refused to consent to the proposed
10 settlement payoff and Compass maintained that 100% approval was required for it to accept the
11 proposed payoff.

13 134. As a result of Compass’s failure to accept that proposed settlement payoff, the Harbor
14 Georgetown direct lenders subsequently lost approximately \$5.2 million when the Harbor
15 Georgetown Loan was sold on April 9, 2010, to a third party for \$2,517,569.17.

16 **6. Defendants engaged in loan servicing misconduct in connection with the**
17 **“Castaic” Loans.**

18 135. In September 2004, July 2005, and September 2005, USACM originated three related
19 Loans to Castaic Partners, LLC, Castaic Partners II, LLC, and Castaic Partners III, LLC
20 (collectively, “Castaic”) in the total amount (including additional borrowings) of more than \$32
21 million. The three Castaic Loans were personally guaranteed by William Barkett (“Barkett”).

23 136. In January 2010, Castaic and Barkett sued the Castaic direct lenders, as well as
24 Compass and Silar, for damages caused by Compass, Silar, and Asset Resolution, as agents for the
25 Castaic direct lenders, in connection with the Castaic Loans (the “Castaic Lawsuit”). Castaic and
26 Barkett also sought a declaration that the Castaic Loans and the Barkett personal guarantees are
27 unenforceable.

1 137. As a result of the Castaic Lawsuit, the Castaic direct lenders have had to retain legal
2 counsel to pursue and defend their property rights and interests.

3 138. The Castaic direct lenders are entitled to reimbursement and/or indemnification for
4 their legal fees and costs incurred in connection with the Castaic Lawsuit, as well as for any damages
5 for which they are held liable in the Castaic Lawsuit as a result of any unauthorized actions taken by
6 Compass, Silar, and Asset Resolution.

8 139. The Castaic direct lenders are also entitled to damages for any losses resulting from
9 the declaratory relief being sought by Castaic and Barkett in the Castaic Lawsuit.

10 7. **Defendants engaged in loan servicing misconduct in connection with the**
11 **wrongful foreclosure of the four “Suttles Loans.”**

12 140. Without the authorization of at least 51% of the direct lenders, Compass wrongfully
13 pursued foreclosure proceedings in connection with the four Loans made to entities controlled by
14 Tracy D. Suttles, namely, the Anchor B, Gess, Gramercy, and Shamrock Loans. Compass
15 wrongfully pursued those unauthorized foreclosure actions so it could obtain title to, and realize a
16 substantial return from a pre-arranged sale to a third party of, the valuable Shamrock property.

17 141. As a result of those unauthorized foreclosure actions, the Suttles Loans direct lenders
18 were required to pay \$1.1 million to settle Suttles's wrongful foreclosure claims.

20 8. **Defendants engaged in loan servicing misconduct in connection with other**
21 **Loans.**

22 142. Compass misapplied principal payments made by the “Palm Harbor” and “The
23 Gardens” borrowers to fees allegedly due to Compass as the loan servicer. By those actions,
24 Compass put those Loans into default, causing the Palm Harbor and The Gardens direct lenders to
25 lose substantial sums to which they were entitled.

26 143. Compass retained Citron to be its Florida subservicer with respect to the “Lake Helen
27 Partners” Loan. Compass, Silar, and Asset Resolution were responsible for all actions taken or not
28 taken by Citron under the LSAs. In April 2009, after acquiring title to the Lake Helen Partners

1 property upon the completion of foreclosure proceedings, Citron, without the authorization to do so,
 2 sold approximately 7.6 acres of the property for \$200,000. The Lake Helen Partners direct lenders
 3 have not been paid their fractional share of those sale proceeds. Citron has disbursed its assets,
 4 including the \$200,000 payment, to the Citron Defendants.

5 144. In furtherance of their efforts to collect loan servicing compensation in priority to,
 6 and to the financial detriment of, the direct lenders, Compass, Silar, and Asset Resolution also
 7 caused damages, including the destruction of the value of the collateral securing the Loans, to
 8 Plaintiffs by their actions or omissions in connection with at least the following Loans (in addition to
 9 all those Loans specifically discussed previously): “60th Street Venture,” “Amesbury,” “BarUSA,”
 10 “Binford Medical,” “Brookmere,” the “Bundy” Loans, “Cabernet Highlands,” “Charlevoix,” “Clear
 11 Creek Plantation,” “Collwood,” “Comvest,” “Cornman Toltec,” “Del Valle Livingston,” “Hesperia,”
 12 “HFA Clearlake I,” “HFA Clearlake II,” “Huntsville,” “Margarita Annex,” “Marlton Square I,”
 13 “Marlton Square II,” “Mountain House,” “Oak Shores II,” “Ocean Atlantic \$2.75MM,” “Ocean
 14 Atlantic \$9.425MM,” “SoCal Land Development,” and “Ten-Ninety.”

17 **D. The Damage Done**

18 145. Plaintiffs lost substantial sums as a result of Defendants’ wrongful loan servicing
 19 enterprise and additional loan servicing misconduct. Pursuant to Defendants’ loan servicing
 20 enterprise, Plaintiffs sold their fractional beneficial interests in various Loans at substantial
 21 discounts, and were not paid considerable proceeds from the Loans that were wrongfully taken by
 22 Defendants as purported loan servicing compensation to which they were not entitled. Pursuant to
 23 Defendants’ additional loan servicing misconduct, Plaintiffs lost favorable resolutions of the Loans,
 24 incurred substantial liabilities in connection with the Loans, and are left with fractional beneficial
 25 interests in Loans that are of marginal, if any, value.

1 **E. Class Allegations**

2 146. Plaintiffs bring this action against Defendants on behalf of themselves and all other
3 similarly situated direct lenders represented by Bickel & Brewer who invested in the Loans in which
4 Defendants perpetrated the loan servicing misconduct alleged herein.

5 147. This action has been brought, and may properly be maintained, as a class action
6 because there is a well-defined community of interest in the litigation and the proposed class is
7 easily ascertainable.

8 148. Numerosity: The number of the other similarly situated direct lenders represented by
9 Bickel & Brewer who want to be included in this action could be as many as an additional 1,000
10 persons. The persons in the class are so numerous that the joinder of all such persons is
11 impracticable and the disposition of their claims in a class action rather than in individual actions
12 will benefit the parties and the courts.

13 149. Common Questions Predominate: This action involves common questions of law and
14 fact to the potential class because each class member's claim derives from the same loan servicing
15 misconduct perpetrated by Defendants in connection with each of the particular Loans alleged
16 herein. The common questions of law and fact predominate over individual questions, as proof of a
17 common or single set of facts with respect to a particular Loan will establish the right of each
18 member of the class to recover as to that Loan. Among the questions of law and fact common to the
19 class are:

20 a) Whether Defendants breached various duties that they owed to the direct
21 lenders in connection with the Loans;

22 b) Whether Defendants conspired to engage in the loan servicing misconduct
23 alleged herein;

24 c) Whether Defendants engaged in a RICO association and engaged in a pattern
25 of activity designed to defraud Plaintiffs and the class;

d) Whether Defendants engaged in a “Nevada RICO” association and engaged in crimes related to racketeering designed to defraud Plaintiffs and the class;

e) Whether Plaintiffs and the class are entitled to declaratory and other equitable relief; and

f) Whether Plaintiffs and the class are entitled to recover compensatory, consequential, treble, and/or punitive damages, plus interest and attorneys' fees.

150. Typicality: Plaintiffs' claims are typical of the class because Plaintiffs entered into the same LSAs, and invested in the same Loans, as did the members of the class. Thus, Plaintiffs and the members of the class sustained the same injuries and damages arising out of Defendants' loan servicing misconduct.

151. Adequacy: Plaintiffs will fairly and adequately protect the interests of all members of the class because it is in their best interests to prosecute the claims alleged herein to obtain full compensation due to them for the loan servicing misconduct of which they complain. Plaintiffs also have no interests that are in conflict with or antagonistic to the interests of the members of the class. Plaintiffs have retained highly competent and experienced attorneys to represent their interests and that of the class. No conflict of interest exists between Plaintiffs and the members of the class because all questions of law and fact regarding the liability of Defendants are common to the members of the class and predominate over any individual issues that may exist, such that by prevailing on their own claims, Plaintiffs necessarily will establish Defendants' liability as to the members of the class. Plaintiffs and their counsel have the necessary financial resources to adequately and vigorously litigate this class action, and Plaintiffs and their counsel are aware of their fiduciary responsibilities to the members of the class and are determined to diligently discharge those duties by vigorously seeking the maximum possible recovery for the members of the class.

152. Superiority: There is no plain, speedy, or adequate remedy other than by maintenance of this class action. The prosecution of individual remedies by members of the class

1 will tend to establish inconsistent standards of conduct for Defendants, result in the impairment of
 2 the rights of the members of the class, and dispose of the interests of the members of the class
 3 through actions to which they were not parties. Class action treatment will permit a large number of
 4 similarly situated persons to prosecute their common claims in a single forum simultaneously,
 5 efficiently, and without the unnecessary duplication of effort and expense that numerous individual
 6 actions would engender. Furthermore, as the damages suffered by each individual member of the
 7 class may be relatively small, the expenses and burden of individual litigation would make it
 8 difficult or impossible for individual members of the class to redress the wrongs done to them, while
 9 an important public interest will be served by addressing the matter as a class action.

10
 11 153. Nexus to Nevada: The State of Nevada has a special interest in regulating the affairs
 12 of corporations that do business here. Defendants were required to comply with Nevada law because
 13 the LSAs and the Loans were expressly governed by Nevada law, they were “mortgage brokers”
 14 within the meaning of Nevada law, and the Preliminary Injunction entered by the District Court in
 15 the 892 Case required them to employ a Nevada-licensed subservicer. In addition, the Bankruptcy
 16 Cases are pending in the District of Nevada. Accordingly, a substantial nexus exists between
 17 Defendants’ unlawful behavior and Nevada such that the Nevada courts should take cognizance of
 18 this action on behalf of a class of all other similarly situated direct lenders represented by Bickel &
 19 Brewer.

20
 21 154. Plaintiffs are unaware of any difficulties that are likely to be encountered in the
 22 management of this action that would preclude its maintenance as a class action.

23
 24 V.

25 **CAUSES OF ACTION**

26 A. **Violations Of The Racketeer Influenced And Corrupt Organizations Act (“RICO”)**
 27 **Against All Defendants**

28 155. Plaintiffs incorporate herein the allegations set forth in the preceding paragraphs.

1 156. Each of Defendants is a “person” within the meaning of 18 U.S.C. § 1961(3).

2 1. **The enterprise.**

3 157. Compass and Silar engaged in their wrongful loan servicing enterprise in violation of
 4 RICO beginning in March 2007. Plaintiffs did not discover that enterprise until in and after March
 5 2007. Specifically, although Compass was the successful bidder for the Purchased Assets on
 6 December 7, 2006, Compass did not close on its acquisition of the Purchased Assets until February
 7 16, 2007, and, therefore, Compass and Silar did not formally begin to service the Loans until on and
 8 after that date. Leeds and Mezei were in control of each and every aspect of the loan servicing
 9 enterprise, and were assisted by each of the other Defendants. Defendants are separate and distinct
 10 from the loan servicing enterprise. Thus, Defendants acted as an “enterprise” within the meaning of
 11 18 U.S.C. § 1961(4) that affects interstate commerce.

12 2. **Compass and Silar engaged in a pattern of racketeering activity.**

13 158. Compass and Silar engaged in a pattern of “racketeering activity” within the meaning
 14 of 18 U.S.C. § 1961(1) by committing mail fraud (in violation of 18 U.S.C. § 1341) and wire fraud
 15 (in violation of 18 U.S.C. § 1343) in connection with their servicing of the Loans. Compass’s and
 16 Silar’s racketeering activity constitutes a “pattern of racketeering activity” within the meaning of 18
 17 U.S.C. § 1961(5) because they acted with continuity and pursuant to a scheme, with the intention to
 18 defraud and avoid lawful obligations to the direct lenders, with the reasonable foreseeability that the
 19 mail and wires would be used, and actually used the mail and wires to further the scheme.

20 159. In particular, Compass and Silar engaged in a scheme to defraud the direct lenders.
 21 The purpose of their scheme was to enrich themselves by acquiring fractional beneficial interests at
 22 substantial discounts, and by retaining funds obtained in connection with the Loans to which they
 23 were not entitled, all to the financial detriment of the direct lenders.

24 160. Defendants regularly communicated with each other through personal meetings,
 25 written correspondence, facsimile transmissions, and telephone conferences. To facilitate those

1 communications, Defendants utilized interstate wires, the United States Postal Service, and interstate
2 carriers.

3 161. Compass's and Silar's fraudulent scheme with respect to the direct lenders was
4 perpetrated through the use of the mail and interstate wires, in violation of 18 U.S.C. §§ 1341 and
5 1343. For the purpose of executing their fraudulent scheme, Compass and Silar and their
6 subordinates have committed two or more predicate acts that were related, continuous, and ongoing.
7 In particular, Defendants used the United States mail and interstate wires for telephone calls,
8 facsimile transmissions, and other electronic correspondence to defraud and mislead the direct
9 lenders in connection with their unlawful scheme related to the servicing of the Loans. In
10 connection with their scheme to avoid their lawful obligations to the direct lenders, Defendants made
11 a number of known and material misrepresentations, and omitted to disclose material information, to
12 Plaintiffs.

13 162. In addition, Defendants' racketeering activity constitutes a "pattern of racketeering
14 activity" within the meaning of 18 U.S.C. § 1961(5) because their use of the mail and interstate
15 wires to defraud the direct lenders was repeated multiple times.

16 163. In violation of 18 U.S.C. § 1962(b), Compass and Silar, through the above pattern of
17 racketeering activity, acquired and maintained control over the loan servicing enterprise, which
18 engaged in interstate commerce. Their control over the loan servicing enterprise allowed them to
19 use, operate, and transfer assets obtained in connection with the Loans to the financial detriment of
20 Plaintiffs in violation of 18 U.S.C. § 1962(b).

21 164. In violation of 18 U.S.C. § 1962(c), Leeds, Mezei, Cohen, Piskun, Blatt, Friedman,
22 Gracin, Tai, Windemere, Oakbridge, Citron, the Citron Defendants, SOS, Reiner, Lomazow,
23 Repotex, and EGG, who were employed by or associated with the loan servicing enterprise, have
24 participated in and conducted the affairs of the loan servicing enterprise through the pattern of
25
26
27
28

1 racketeering activity described above. The loan servicing enterprise, although controlled by
2 Defendants, is separate and distinct from Defendants.

3 165. In addition, Defendants have joined together to defraud the direct lenders and agreed
4 to commit the unlawful acts as part of the pattern of racketeering activity described above.
5 Defendants' activities, as demonstrated by the facts set forth above, establish Defendants' agreement
6 to knowingly participate in a collective venture toward a common goal, and thereby establish a
7 conspiracy to commit mail fraud and wire fraud for the purpose of unlawfully defrauding Plaintiffs
8 through a pattern of racketeering activity within the meaning of 18 U.S.C. § 1962(c). Defendants'
9 activities, therefore, violate 18 U.S.C. § 1962(d), which prohibits a conspiracy to violate 18 U.S.C. §
10 1962(c).
11

12 **3. Plaintiffs' damages.**

13 166. As stated above, Defendants have engaged in a pattern of racketeering activity in
14 connection with the Loans in violation of 18 U.S.C. § 1962.

16 167. As a direct and proximate result of Defendants' violations of 18 U.S.C. § 1962,
17 Plaintiffs have suffered and continue to suffer injuries to their property, including their interests in
18 the Loans.

19 168. Pursuant to 18 U.S.C. § 1964(c), Plaintiffs are entitled to recover threefold their
20 actual damages, the costs of this action, and their reasonable attorneys' fees.
21

22 **B. Violations Of Nevada's Anti-Racketeering Law ("Nevada RICO") Against All**
23 **Defendants**

24 169. Plaintiffs incorporate herein the allegations set forth in the preceding paragraphs.

25 **1. The enterprise.**

26 170. Compass and Silar engaged in their wrongful loan servicing enterprise in violation of
27 Nevada RICO beginning in March 2007. Plaintiffs did not discover that enterprise until in and after
28 March 2007. Specifically, although Compass was the successful bidder for the Purchased Assets on

1 December 7, 2006, Compass did not close on its acquisition of the Purchased Assets until February
 2 16, 2007, and, therefore, Compass and Silar did not formally begin to service the Loans until on and
 3 after that date. Leeds and Mezei were in control of each and every aspect of the loan servicing
 4 enterprise, and were assisted by each of the other Defendants. Defendants are separate and distinct
 5 from the loan servicing enterprise. Thus, Defendants acted as an “enterprise” within the meaning of
 6 NEV. REV. STAT. § 207.380.
 7

8 **2. Defendants engaged in at least two crimes related to racketeering.**

9 171. Defendants have engaged in at least two crimes related to racketeering that have the
 10 same or similar pattern, intents, results, accomplices, victims or methods of commission, or are
 11 otherwise interrelated by distinguishing characteristics and are not isolated incidents, within the
 12 meaning of NEV. REV. STAT. § 207.390.
 13

14 172. Pursuant to NEV. REV. STAT. § 207.360, a “crime related to racketeering” includes the
 15 commission of, attempt to commit, or conspiracy to commit “[t]aking property from another under
 16 circumstances not amounting to robbery,” “[e]mbezzlement of money or property valued at \$250 or
 17 more,” or “[o]btaining possession of money or property valued at \$250 or more . . . by means of
 18 false pretenses.” An embezzlement occurs under NEV. REV. STAT. § 205.300 when any person to
 19 whom money or property has been entrusted uses or appropriates the money or property in any
 20 manner or for any purpose other than that for which it was entrusted to the person. A person obtains
 21 possession of money or property by false pretenses when he/she has an intent to defraud, makes a
 22 false representation, induces reliance on that representation, and defrauds the victim.
 23

24 173. In particular, Compass and Silar engaged in a scheme to defraud the direct lenders.
 25 The purpose of their scheme was to enrich themselves by acquiring fractional beneficial interests at
 26 substantial discounts, and by retaining funds obtained in connection with the Loans to which they
 27 were not entitled, all to the financial detriment of the direct lenders.
 28

1 174. In violation of NEV. REV. STAT. § 207.400(1)(b), Compass and Silar, through the
 2 above crimes related to racketeering, acquired and maintained control over the loan servicing
 3 enterprise in connection with the Loans. Their control over the loan servicing enterprise has allowed
 4 them to use, operate, and transfer assets obtained in connection with the Loans to the financial
 5 detriment of Plaintiffs.
 6

7 175. In violation of NEV. REV. STAT. § 207.400(1)(c), Leeds, Mezei, Cohen, Piskun, Blatt,
 8 Friedman, Gracin, Tai, Windemere, Oakbridge, Citron, the Citron Defendants, SOS, Reiner,
 9 Lomazow, Repotex, and EGG, who were employed by or associated with the loan servicing
 10 enterprise, have participated in and conducted the affairs of the loan servicing enterprise through the
 11 racketeering activity described above. The loan servicing enterprise, although controlled by
 12 Defendants, is separate and distinct from Defendants.
 13

14 176. In addition, Defendants have joined together to defraud the direct lenders and agreed
 15 to commit the racketeering activity described above. Defendants' activities, as demonstrated by the
 16 facts set forth above, establish Defendants' agreement to knowingly participate in a collective
 17 venture toward a common goal, and thereby establish a conspiracy to commit the racketeering
 18 activity described above within the meaning of NEV. REV. STAT. §§ 207.400(1)(b),(c). Defendants'
 19 activities, therefore, violate NEV. REV. STAT. § 207.400(1)(j), which prohibits a conspiracy to violate
 20 NEV. REV. STAT. §§ 207.400(1)(b),(c).
 21

22 3. **Plaintiffs' damages.**

23 177. As stated above, Defendants have engaged in at least two crimes related to
 24 racketeering activity in connection with the Loans in violation of NEV. REV. STAT. § 207.400(1).

25 178. As a direct and proximate result of Defendants' violations of NEV. REV. STAT.
 26 § 207.400(1), Plaintiffs have suffered and continue to suffer injuries to their property, including their
 27 interests in the Loans.
 28

1 179. Pursuant to NEV. REV. STAT. § 207.400(1), Plaintiffs are entitled to recover threefold
2 their actual damages, the costs of this action, and their reasonable attorneys' fees incurred in the trial
3 and appellate courts.

4 **C. Elder Abuse Against All Defendants**

5 180. Plaintiffs incorporate herein the allegations set forth in the preceding paragraphs.

6 181. Pursuant to NEV. REV. STAT. §§ 41.1395(1),(4), Defendants are liable to those
7 Plaintiffs over 60 years old that suffered a loss of money or property, caused by Defendants' use of
8 those Plaintiffs' purported powers of attorney, to service the Loans to convert those Plaintiffs'
9 money, assets, or property with the intention of permanently depriving those Plaintiffs of the
10 ownership, use, benefit, or possession of such money, assets, or property. Defendants' liability is for
11 two times the actual damages incurred by those Plaintiffs over 60 years old.

12 182. Pursuant to NEV. REV. STAT. § 41.1395(2), because they acted with recklessness,
13 oppression, fraud, or malice, Defendants are also liable to those Plaintiffs over 60 years old for their
14 attorneys' fees and costs.

15 **D. Breach Of Contract Against Compass And Silar**

16 183. Plaintiffs incorporate herein the allegations set forth in the preceding paragraphs.

17 184. Plaintiffs performed all their obligations under the LSAs, and all conditions precedent
18 to the performance of Compass and Silar (and Asset Resolution) under the LSAs were performed
19 and/or occurred.

20 185. Compass and Silar (and Asset Resolution) materially breached their obligations under
21 the LSAs by engaging in extensive loan servicing misconduct while lacking valid requisite powers
22 of attorney to act on behalf of the direct lenders.

23 186. As Compass was Silar's loan servicing agent under the LSAs pursuant to the MRA
24 and various related instruments, Silar is vicariously liable for Compass's breaches of the LSAs.

1 187. As Silar assigned the MRA and various related instruments to Asset Resolution, and
 2 because Asset Resolution assumed all Compass's rights and obligations under the LSAs, Asset
 3 Resolution is liable for its own, as well as Compass's, breaches of the LSAs. And as Silar assigned
 4 its rights and obligations in the Purchased Assets to Asset Resolution while the 892 Case was
 5 pending, Silar is liable for Asset Resolution's breaches.
 6

7 188. As a result of the breaches by Compass and Silar (and Asset Resolution), Plaintiffs
 8 have been damaged in accordance with their fractional beneficial interests in the Loans in an amount
 9 to be determined at trial.

10 **E. Breach Of The Implied Covenant Of Good Faith And Fair Dealing Against Compass,
 11 Silar, And Their Principals**

12 189. Plaintiffs incorporate herein the allegations set forth in the preceding paragraphs.

13 190. Under Nevada law, Compass and Silar (and Asset Resolution) owed Plaintiffs an
 14 implied duty of good faith and fair dealing under the LSAs.

15 191. Compass and Silar (and Asset Resolution) materially breached their implied duty of
 16 good faith and fair dealing under the LSAs by engaging in extensive loan servicing misconduct
 17 while lacking valid requisite powers of attorney to act on behalf of the direct lenders.
 18

19 192. As Compass was Silar's loan servicing agent under the LSAs pursuant to the MRA
 20 and various related instruments, Silar is vicariously liable for Compass's breaches of its implied duty
 21 of good faith and fair dealing under the LSAs.

22 193. As Silar assigned the MRA and various related instruments to Asset Resolution, and
 23 because Asset Resolution assumed all Compass's rights and obligations under the LSAs, Asset
 24 Resolution is liable for its own, as well as Compass's, breaches of their implied duty of good faith
 25 and fair dealing under the LSAs. And as Silar assigned its rights and obligations in the Purchased
 26 Assets to Asset Resolution while the 892 Case was pending, Silar is liable for Asset Resolution's
 27 breaches.
 28

1 194. In addition, because Compass and Silar (and Asset Resolution) had a fiduciary
 2 relationship with the direct lenders when handling funds on account of the direct lenders, they also
 3 tortiously breached the implied covenant of good faith and fair dealing in the LSAs by engaging in
 4 grievous and perfidious misconduct. Pursuant to that duty, Compass and Silar (and Asset
 5 Resolution) could not elevate their interests above the interests of the direct lenders for whom they
 6 were servicing the Loans pursuant to the LSAs. For example, Compass and Silar (and Asset
 7 Resolution) could not seek to retain default interest and late charges as loan servicing compensation
 8 from collected funds in derogation of the right of the direct lenders to be repaid first their principal
 9 and all accrued regular interest due and owing under the Loans.

10 195. The principals of Compass and Silar (and Asset Resolution) are also personally liable
 11 for such tortious actions.

12 196. As a result of the breaches by Compass and Silar (and Asset Resolution), Plaintiffs
 13 have been damaged in accordance with their fractional beneficial interests in the Loans in an amount
 14 to be determined at trial.

15 **F. Breach Of Fiduciary Duty Against Compass, Silar, And Their Principals**

16 197. Plaintiffs incorporate herein the allegations set forth in the preceding paragraphs.

17 198. Compass and Silar (and Asset Resolution) owed fiduciary duties to Plaintiffs when
 18 handling any monies they collected on the Loans on behalf of the direct lenders.

19 199. Compass and Silar (and Asset Resolution) breached their fiduciary duties to Plaintiffs
 20 by wrongfully taking and receiving funds as purported loan servicing compensation to which they
 21 were not entitled, and by not properly accounting for funds received in connection with the Loans.

22 200. As Compass was Silar's loan servicing agent under the LSAs pursuant to the MRA
 23 and various related instruments, Silar is vicariously liable for Compass's breaches of fiduciary
 24 duties.

1 201. As Silar assigned the MRA and various related instruments to Asset Resolution, and
 2 because Asset Resolution assumed all Compass's rights and obligations under the LSAs, Asset
 3 Resolution is liable for its own, as well as Compass's, breaches of fiduciary duties. And as Silar
 4 assigned its rights and obligations in the Purchased Assets to Asset Resolution while the 892 Case
 5 was pending, Silar is liable for Asset Resolution's breaches.
 6

7 202. The principals of Compass and Silar (and Asset Resolution) are also personally liable
 8 for such tortious actions.

9 203. As a result of the breaches by Compass and Silar (and Asset Resolution), Plaintiffs
 10 have been damaged in accordance with their fractional beneficial interests in the Loans in an amount
 11 to be determined at trial.

12 204. As a result of Compass's and Silar's (and Asset Resolution's) actions, Plaintiffs are
 13 also entitled to an award of punitive damages in an amount to be determined at trial.

15 **G. Conversion Against All Defendants**

16 205. Plaintiffs incorporate herein the allegations set forth in the preceding paragraphs.

17 206. Defendants wrongfully and knowingly exerted dominion and control over funds
 18 obtained in connection with the Loans that were supposed to be paid to the direct lenders.

19 207. Defendants' wrongful taking of such funds was inconsistent with, or in derogation,
 20 exclusion, or defiance of Plaintiffs' rights to possession of those funds.

22 208. As a result of Defendants' conversion of those funds, Plaintiffs have suffered
 23 damages in accordance with their fractional beneficial interests in the Loans in an amount to be
 24 determined at trial.

25 209. As a result of Defendants' actions, Plaintiffs are also entitled to an award of punitive
 26 damages in an amount to be determined at trial.

27 **H. Civil Conspiracy Against All Defendants**

28 210. Plaintiffs incorporate herein the allegations set forth in the preceding paragraphs.

1 211. Defendants acted in concert with the intention of unlawfully enriching themselves to
2 the financial detriment of the direct lenders.

3 212. As a result of Defendants' actions, Plaintiffs have been damaged in accordance with
4 their fractional beneficial interests in the Loans in an amount to be determined at trial.

5 213. As a result of Defendants' actions, Plaintiffs are also entitled to an award of punitive
6 damages in an amount to be determined at trial.

7 **I. Alter Ego Against Silar**

8 214. Plaintiffs incorporate herein the allegations set forth in the preceding paragraphs.

9 215. Asset Resolution is wholly owned by Silar, had no employees, and was formed
10 merely as a corporate shell to be, and that was, operated as a single economic entity by Silar,
11 including specifically Leeds, Gracin, and Tai.

12 216. SOS was an affiliate of Silar that was formed merely as a corporate shell to be, and
13 that was, operated as a single economic entity by Silar, including specifically Leeds, Gracin, and Tai.

14 217. Silar wrongfully and knowingly used Asset Resolution as a mere instrumentality or
15 alter ego to effectuate an injustice on the direct lenders. Silar improperly sought to use Asset
16 Resolution as a shield against the direct lenders' damages claims while purporting to obtain all the
17 benefits of ownership of the Purchased Assets.

18 218. Silar wrongfully and knowingly used SOS as a mere instrumentality or alter ego to
19 effectuate an injustice on the direct lenders.

20 219. As a result of its elaborate shell game with Asset Resolution and SOS, Silar is liable
21 to Plaintiffs for the loan servicing misconduct that it perpetrated by and through Asset Resolution
22 and SOS.

23 220. As a result of Silar's actions, Plaintiffs are entitled to an award of damages in an
24 amount to be determined at trial.

1 **J. Declaratory Judgment Against Compass And Silar**

2 221. Plaintiffs incorporate herein the allegations set forth in the preceding paragraphs.
3
4 222. Defendants are collaterally estopped from challenging the prior rulings made by the
5 District Court in the 892 Case in connection with the Loans, the LSAs, the 51% Rule, the loan
6 servicing compensation to which the loan servicer under the LSAs is entitled, the loan servicers
7 under the LSAs being “mortgage brokers” under Nevada law, the lack of requisite powers of
8 attorney held by the loan servicers under the LSAs, the inability of the loan servicers under the LSAs
9 to pursue damages claims against the direct lenders, and Silar’s liability for Compass’s loan
10 servicing misconduct.

11 223. Plaintiffs are entitled to a declaratory judgment that confirms that the declaratory
12 relief recognized by the District Court in the 892 Case also applies to Plaintiffs herein, and that
13 Defendants are collaterally estopped from challenging such declaratory relief.
14

15 **K. Constructive Trust Against All Defendants**

16 224. Plaintiffs incorporate herein the allegations set forth in the preceding paragraphs.
17
18 225. Defendants have wrongfully and inequitably taken and retained funds obtained in
19 connection with the Loans to which they are not entitled. Because it would be inequitable for
20 Defendants to retain those funds, the imposition of a constructive trust related to those funds is
21 essential to effectuate justice and to ensure the protection of Plaintiffs’ rights in and to those funds.
22

23 **L. Attorneys’ Fees Against Compass And Silar**

24 226. Plaintiffs incorporate herein the allegations set forth in the preceding paragraphs.
25
26 227. Pursuant to section 15 of the predominant “Type 4” LSAs, Plaintiffs are entitled to
27 recover their costs, expenses, and attorneys’ fees incurred in this action and on appeal for prevailing
28 on their claims to enforce provisions of the LSAs.

1 VI.

2 **DEMAND FOR JURY TRIAL**

3 228. Plaintiffs demand a jury trial on all issues so triable.

4 VII.

5 **REQUEST FOR RELIEF**

6 229. In light of the foregoing, Plaintiffs respectfully request that the Court enter judgment
7 for Plaintiffs and against Defendants, awarding Plaintiffs and all others similarly situated the
8 following relief:

9

10 a. A declaration confirming that the declaratory relief recognized by the District
11 Court in the 892 Case also applies to Plaintiffs and all members of the class,
and that Defendants are collaterally estopped from challenging such
declaratory relief;

12 b. Actual, compensatory, consequential, double, and treble damages in
13 accordance with their fractional beneficial interests in the Loans in an amount
to be determined at trial;

14 c. Punitive damages in an amount to be determined at trial;

15 d. Costs of Court;

16 e. Reasonable attorneys' fees and costs incurred by Plaintiffs herein and on any
appeal;

17 f. Pre- and post-judgment interest at the highest lawful rates;

18 g. The imposition of a constructive trust on funds improperly retained by
Defendants to which they are not entitled; and

19 h. Such other and further relief to which Plaintiffs and the members of the class
20 may be entitled and which this Court deems just and proper.

21
22
23
24 Dated: March 21, 2011

25 BICKEL & BREWER

26
27
28 LAW OFFICE OF LISA RASMUSSEN, ESQ.

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Exhibit A

- 1 1. Leonard C. Adams
- 2 2. Denise M. Adams
- 3 3. Kenneth Addes
- 4 4. Victoria Addes
- 5 5. Michel F. Aiello
- 6 6. Patricia A. Aiello
- 7 7. Adib M. Al-Awa
- 8 8. Ellen A. Al-Awar
- 9 9. David J. Albiol
- 10 10. Dr. Florence Alexander
- 11 11. Dr. Stanley Alexander
- 12 12. Donna L. Allgeier
- 13 13. Robert L. Allgeier
- 14 14. Karen R. Allison
- 15 15. Barbara A. Altman
- 16 16. Daniel C. Altman
- 17 17. Steven C. Altman
- 18 18. August J. Amaral
- 19 19. Lynda Gay Anderson
- 20 20. Robert P. Anderson
- 21 21. Roberta J. Anderson
- 22 22. Albert D. Andrade
- 23 23. Donna Arbogast
- 24 24. Rodney J. Arbogast

- 1 25. Suzanne L. Arbogast
- 2 26. Albert M. Arechiga
- 3 27. Richard Armijo
- 4 28. Edwin E. Arnold
- 5 29. Allan Arthur
- 6 30. Mary E. Asselin
- 7 31. Robert J. Asselin
- 8 32. Michael Au
- 9 33. Cindy Avena
- 10 34. Thomas Avena
- 11 35. Loretta D. Backes
- 12 36. Paul P. Backes
- 13 37. Peter L. Backes
- 14 38. Sigfried Baker
- 15 39. Alterio Banks
- 16 40. Don L. Barnes
- 17 41. Miriam M. T. Barnes
- 18 42. James W. Barnes
- 19 43. Clark Baron
- 20 44. Joyce Baron
- 21 45. Clark R. Bartkowski
- 22 46. Jean P. Bartkowski
- 23 47. Gary R. Barton
- 24 48. Mavis J. Barton
- 25 49. Irene K. Bass

- 1 50. Joseph F. Bellesorte
- 2 51. Marjorie Y. Berlin
- 3 52. Donald M. Berman
- 4 53. Janice I. Berman
- 5 54. Jean J. Berthelot
- 6 55. William M. Bettencourt, Jr.
- 7 56. Joan Bettencourt
- 8 57. Jay Betz
- 9 58. Joy Betz
- 10 59. Anthony Bilotto
- 11 60. Gerald L. Bittner, Sr.
- 12 61. Susan I. Bittner
- 13 62. Karen G. Blachly
- 14 63. Carolyn N. Blackman
- 15 64. Jerry L. Blackman, Sr.
- 16 65. Darrel L. Blanck
- 17 66. Yvonee M. Blanck
- 18 67. Michael S. Blau
- 19 68. Shamiran Blau
- 20 69. Charma N. Block
- 21 70. Jerome L. Block
- 22 71. Judy A. Blood
- 23 72. Russell M. Blood
- 24 73. Cynthia Reed Boegel
- 25 74. Dennis W. Boegel

- 1 75. Betty Boese
- 2 76. John S. Borkoski
- 3 77. Kathleen K. Borkoski
- 4 78. Charles E. Borom
- 5 79. Lanna G. Borom
- 6 80. Richard A. Bradbury
- 7 81. Sarah S. Bradbury
- 8 82. Ann L. Brant
- 9 83. Raymond F. Brant
- 10 84. Michael Braunstein
- 11 85. Glen J. Brecht
- 12 86. Janet Brecht
- 13 87. Janine K. Brecht
- 14 88. Marshall J. Brecht
- 15 89. Donald W. Brehm
- 16 90. Hannah Brehmer
- 17 91. Marilyn Brenner
- 18 92. Michael Brenner
- 19 93. Michael T. Bridges
- 20 94. Cindy G. Brines
- 21 95. Michael R. Brines
- 22 96. Donald E. Briney
- 23 97. Penny L. Brock
- 24 98. Doreen C. Brooks
- 25 99. Howard D. Brooks

- 1 100. John P. Brouwers
- 2 101. John W. Brouwers
- 3 102. Robert A. Bryant, Sr.
- 4 103. Bruce D. Bryen
- 5 104. Eleanor Buck
- 6 105. William E. Buck
- 7 106. Nancy A. Buechner
- 8 107. William R. Buechner
- 9 108. Ed Burgess
- 10 109. Alyce E. Cadwallader
- 11 110. David S. Cadwallader
- 12 111. Valerie Callahan
- 13 112. Judith Candelario
- 14 113. Donna M. Cangelosi
- 15 114. Margaret M. Cangelosi
- 16 115. William A. Carone
- 17 116. Doyne J. Carson
- 18 117. Elsie L. Carson
- 19 118. Leslie A. Carter
- 20 119. Ronald R. Carter
- 21 120. Jairo A. Castillo
- 22 121. Tito A. Castillo
- 23 122. Mary Ann Catalanello
- 24 123. Ralph F. Catalanello
- 25 124. Jacqueline Cauchois

- 1 125. Maurice Cauchois
- 2 126. Barbara A. Cecil
- 3 127. Robert J. Centanni
- 4 128. Susan R. Centanni
- 5 129. Leona M. Chapman
- 6 130. Tony Chaudhry
- 7 131. Paul G. Chelew
- 8 132. Joann Chiappetta
- 9 133. Pat Chiappetta
- 10 134. John T. Chirgwin
- 11 135. Barbara M. Chylak
- 12 136. Robert T. Chylak
- 13 137. Billie R. Cislaghi
- 14 138. Curtis Clark
- 15 139. Jack R. Clark
- 16 140. Rosanne L. Clark
- 17 141. Doreen S. Clendening
- 18 142. John P. Clendening
- 19 143. Dolores J. Climo
- 20 144. James D. Climo
- 21 145. George S. Cohan
- 22 146. Natalie H. Cohan
- 23 147. Nelson L. Cohen
- 24 148. Margaret H. Cohn
- 25 149. Peter C. Cohn

- 1 150. Larry Colborn
- 2 151. Loretta Colborn
- 3 152. Shirley M. Collins
- 4 153. Howard Connell
- 5 154. Lorene Connell
- 6 155. Daniel O. Conner
- 7 156. Harold Corcoran
- 8 157. Joyce Corcoran
- 9 158. Joseph L. Costello
- 10 159. Karen Cottrell
- 11 160. Kevon Cottrell
- 12 161. Frankye D. Craig
- 13 162. Howard L. Craig
- 14 163. Peter C. Cranston
- 15 164. Christine Craven
- 16 165. Lee Craven
- 17 166. Shirley Cupp-Doe
- 18 167. Fernando Cuza
- 19 168. Kristi Cuza
- 20 169. Denise M. Daniel
- 21 170. Leslie S. Daniel
- 22 171. Clint Thomas Danna
- 23 172. Frank Davenport
- 24 173. Chesley R. Davies
- 25 174. Mary E. Davies

- 1 175. Martin A. Davis
- 2 176. Virginia L. Davis
- 3 177. Nancy R. Davis
- 4 178. Patrick Davis
- 5 179. Susan Davis
- 6 180. Tracy A. Deberry
- 7 181. Gary Deppe
- 8 182. Peter Deluca
- 9 183. Ann R. Dery
- 10 184. James D. Dery
- 11 185. Dwayne H. Deutscher
- 12 186. Michelle T. Deutscher
- 13 187. Anne F. Di Salvo
- 14 188. Tamara Dias
- 15 189. Marion B. Dittman
- 16 190. Leah K. Dobyne
- 17 191. Robert S. Dobyne
- 18 192. Elizabeth Dokken-Baxter
- 19 193. Michael Donahue
- 20 194. Mieko Donovan
- 21 195. Richard Donovan
- 22 196. Loretta Donnolo
- 23 197. Joseph Donnolo
- 24 198. D. Joseph Doucet
- 25 199. Louise M. Doucet

- 1 200. David B. Doutt, Sr.
- 2 201. Johnine M. Doutt
- 3 202. William A. Downey
- 4 203. Jill M. Doyle
- 5 204. Patrick J. Doyle
- 6 205. Daniel T. Drubin
- 7 206. Laura Drubin
- 8 207. Charles B. Dunn, IV
- 9 208. Ford S. Dunton
- 10 209. Penny Dupin
- 11 210. William Dupin
- 12 211. Jack L. Dysart
- 13 212. Monica C. Ebaugh
- 14 213. Karen Eberlin
- 15 214. Raymond J. Eberlin
- 16 215. Robert Roy Ecker
- 17 216. Carol A. Eller
- 18 217. Jonathan M. Eller
- 19 218. Richard L. English
- 20 219. Dr. David R. Enrico
- 21 220. Dr. Bonny K. Enrico
- 22 221. Dolores Y. Erickson
- 23 222. William F. Errington
- 24 223. Cindy Essaff
- 25 224. Robert Essaff

- 1 225. Melinda Estevez
- 2 226. Richard D. Estevez
- 3 227. James F. Eves
- 4 228. Denise F. Fager
- 5 229. Byrne E. Falke, Sr.
- 6 230. Bruce Falkenborg
- 7 231. Marguerite Falkenborg
- 8 232. Brenda Falvai-Powers
- 9 233. Emily T. Farrah
- 10 234. Joseph A. Farrah
- 11 235. Carol M. Favro
- 12 236. William H. Favro
- 13 237. Christopher J. Fernandes
- 14 238. Dionisio A. Fernandes
- 15 239. Fiola F. Fernandes
- 16 240. Jason D. Fernandes
- 17 241. Melissa A. Fernandes
- 18 242. Larry Fernandez
- 19 243. Arlene J. Fine
- 20 244. Lewis H. Fine
- 21 245. Karen B. Finkel
- 22 246. Ronald G. Finkel
- 23 247. Richard T. Fiory
- 24 248. M. Evelyn Fisher
- 25 249. Timothy Folendorf

- 1 250. Fred J. Foxcroft
- 2 251. Roberta Foxcroft
- 3 252. John V. Fragola
- 4 253. Edward C. Fraser
- 5 254. John R. Frederickson
- 6 255. Barbara Frey
- 7 256. Donald Frey
- 8 257. Alan B. Friedman
- 9 258. Robert Fuller
- 10 259. Theodore J. Fuller
- 11 260. Joan L. Fuller
- 12 261. Glenn W. Gaboury
- 13 262. Sharon M. Gaboury
- 14 263. Darlene C. Gage
- 15 264. Jerry L. Gage
- 16 265. Paul L. Garcell
- 17 266. Alex G. Gassiot
- 18 267. Edmund G. Gaylord
- 19 268. Aylene Geringer
- 20 269. Marvin W. Gittelman
- 21 270. Toby E. Gittelman
- 22 271. Gale Gladstone-Katz
- 23 272. Alicia Goffstein
- 24 273. Robert Goffstein
- 25 274. Nancy Golden

- 1 275. Jack Goldenthal
- 2 276. Sylvia Goldenthal
- 3 277. Barry J. Goldstein
- 4 278. Patricia B. Goldstein
- 5 279. Martin Gonska
- 6 280. James Paul Goode
- 7 281. Michael J. Goodwin
- 8 282. Paul D. Graf
- 9 283. Margaret A. Graf
- 10 284. Betty Grant
- 11 285. Gail A. Gray
- 12 286. Robert W. Gray
- 13 287. Eunice A. Greene
- 14 288. Nelson R. Greene
- 15 289. Clarence J. Greenwald
- 16 290. Gertrude R. Greenwald
- 17 291. Carter L. Grenz
- 18 292. Alan Groh
- 19 293. Wynn A. Gunderson
- 20 294. Lorraine J. Gunderson
- 21 295. Toby A. Gunning
- 22 296. Barbara L. Gunther
- 23 297. Joanne Halvorson
- 24 298. Suzanne M. Halvorson
- 25 299. Thomas L. Halvorson

- 1 300. Darlene Hammond
- 2 301. Kris J. Hamper
- 3 302. Gloria W. Handelman
- 4 303. William L. Hane
- 5 304. Stan A. Hanes
- 6 305. Donna J. Hansen
- 7 306. Kenneth L. Hansen
- 8 307. Gayle Harkins
- 9 308. Dwight W. Harouff
- 10 309. Mary Ann Harouff
- 11 310. Beverly J. Harrington
- 12 311. Suze Harrington
- 13 312. Thomas T. Harrington
- 14 313. Marguerite Harrison
- 15 314. Thomas B. Harrison
- 16 315. Marisa D. Harvey
- 17 316. Jerome L. Harvey, Jr.
- 18 317. Kevin J. Haselhorst
- 19 318. John D. Hathcock
- 20 319. Susan K. Hathcock
- 21 320. Curtis Hattstrom
- 22 321. Virginia Hattstrom
- 23 322. Glenda G. Haynes
- 24 323. Leo L. Haynes
- 25 324. Roland Hearn

1 325. Nadine Heaton
2 326. Rose O. Hecker
3 327. Barbara Heffner
4 328. Mike Heffner
5 329. Jocelyne Helzer
6 330. Jay E. Henman
7 331. Judith J. Hennen
8 332. Virgil P. Hennen
9 333. Allen Herd
10 334. Marilyn Herd
11 335. Allan R. Herndobler
12 336. Sue Herndobler
13 337. Brian K. Herndon
14 338. Sharon L. Herndon
15 339. Donald A. Herrmann
16 340. Nancy E. Herrmann
17 341. Judith A. Heyboer
18 342. Philip Higerd
19 343. Brenda J. High
20 344. Edward O. High
21 345. Hamilton M. High
22 346. Marilyn Hilborn
23 347. Robert W. Hill
24 348. Jay P. Hingst
25 349. Gail M. Hock

1 350. John A. Hoglund
2 351. Patricia O. Hoglund
3 352. Nienke Hohmann
4 353. Fred J. Holland
5 354. Marjorie Holland
6 355. Lisa M. Hollifield
7 356. Angela J. Howard
8 357. Earl Howsley, Jr.
9 358. Todd Humphry
10 359. Richard Ianni
11 360. Yelana V. Ilchuk
12 361. Stephen C. Irwin
13 362. Evelyn Ives
14 363. Jon P. Jensen
15 364. Tamara L. Jensen
16 365. Arthur V. Johnson
17 366. Larry W. Johnson
18 367. Marylin Johnson
19 368. Richard A. Johnson
20 369. Ronald A. Johnson
21 370. Susan A. Johnson
22 371. Diane E. Johnston
23 372. Phyllis Johnston
24 373. Rodney L. Johnston
25 374. Deborah F. Josifko

1 375. Mark R. Josifko
2 376. Staci Kaiser
3 377. Brigitte Kaneda
4 378. Ken Kaneda
5 379. Arthur E. Kebble
6 380. Thelma M. Kebble
7 381. John Keith
8 382. Kathleen Keith
9 383. Ana W. Kelley
10 384. David G. Kelley
11 385. Carol Kesler
12 386. Lindsey Kesler, Jr.
13 387. C. K. Khury
14 388. Richard Kim
15 389. Will Klaus
16 390. Christine Klay
17 391. Othmar Klay
18 392. James T. Klega
19 393. Shirley Klega
20 394. Bernard Kloenne
21 395. Christina Knoles
22 396. Marcia J. Knox
23 397. Colette Kopf
24 398. Klaus Kopf
25 399. Harvey A. Kornhaber

- 1 400. Dorothea K. Kraft
- 2 401. Al Kraus
- 3 402. Katrina Kraus
- 4 403. Colita Kwiatkowski
- 5 404. Donald H. Kwiatkowski
- 6 405. Paul Kwiatkowski
- 7 406. Sandra L. Kwiatkowski
- 8 407. Wendy Kwong
- 9 408. Gerard Labossiere
- 10 409. Lucille Labossiere
- 11 410. Dina Ladd
- 12 411. Catherine D. Lafayette
- 13 412. Joseph B. Lafayette
- 14 413. Gladys Lanzas
- 15 414. Jose M. Lanzas
- 16 415. Dolores Larson
- 17 416. Gary Larson
- 18 417. Ruth Ann Larson
- 19 418. Sidney L. Larson
- 20 419. Jon J. Lee
- 21 420. Milton H. Lees, III
- 22 421. Tracy Lee
- 23 422. Carol Lefcourt
- 24 423. James W. Lehr
- 25 424. Julie Ann Lehr

- 1 425. Kathleen F. Lehrmann
- 2 426. Larry D. Lehrmann
- 3 427. Carol Leiby
- 4 428. Richard Leiby
- 5 429. William H. Lenhart
- 6 430. Jorg U. Lenk
- 7 431. Irwin Levine
- 8 432. Renee Levy
- 9 433. Robert Levy
- 10 434. James H. Lidster
- 11 435. Phyllus M. Lidster
- 12 436. Steve Lindquist
- 13 437. Claire Lisek
- 14 438. Daniel B. Lisek
- 15 439. Nicholas Loader
- 16 440. Ivan Loebs
- 17 441. Boris M. Lokshin
- 18 442. Mindy F. Lokshin
- 19 443. William R. Long
- 20 444. Richard J. Loughlin
- 21 445. Roberta L. Loughlin
- 22 446. Mary M. Lowe
- 23 447. Robert L. Lowe
- 24 448. Janice Lucas
- 25 449. Mark Lurie

1 450. Barbara Sue Luthi
2 451. Richard D. Luthi
3 452. Thomas D. Lynch
4 453. Erika G. Lynn
5 454. Heidi Machock
6 455. Scott Machock
7 456. Rogie Madlambayan
8 457. Evan J. Madow
9 458. Diane M. Maguire
10 459. John J. Maguire
11 460. Lou O. Maldonado
12 461. John R. Mallin, Jr.
13 462. Marie T. Mallin
14 463. Guido Mandarino
15 464. Gilbert Manuel
16 465. Charles R. Maraden
17 466. Alexander W. Marchuk
18 467. Doreen W. Marchuk
19 468. Alan M. Markus
20 469. Trena L. Markus
21 470. Don P. Marshall
22 471. James T. Martin
23 472. Jerrold T. Martin
24 473. Gerald B. Marts
25 474. Linda R. Marts

1 475. Gladys Mathers
2 476. Eddie Mayo
3 477. Marti McAllister
4 478. James M. McConnell
5 479. Maudrene F. McConnell
6 480. Michael T. McGrath
7 481. James E. McKnight
8 482. Gary McMahon
9 483. Christina F. McShaffrey
10 484. Harvey McShaffrey
11 485. Bryan J. McWaters
12 486. Lisa J. McWaters
13 487. Marina Mehlman
14 488. Joseph J. Melz
15 489. Linda M. Melz
16 490. Jack R. Mennis
17 491. Susan A. Mennis
18 492. Gerald B. Merz
19 493. Nancy J. Merz
20 494. Michael J. Messer
21 495. Andre Michaelian
22 496. Robert D. Mierau
23 497. Sandra J. Mierau
24 498. Barbara L. Miller
25 499. Gary I. Miller

1 500. George Minar
2 501. Virginia Minar
3 502. Albert J. Mineconzo
4 503. Mae Mineo
5 504. Michelle L. Mitchell
6 505. Todd O. Mitchell
7 506. Matthew Molitch
8 507. Jeannie M. Monroe
9 508. Wesley L. Monroe
10 509. William L. Montgomery, Jr.
11 510. Gene Montoya
12 511. Arthur B. Moore
13 512. Ernest J. Moore
14 513. Patrick J. Moore
15 514. William Richard Moreno
16 515. Rosalie A. Morgan
17 516. Nadine Morton
18 517. Geoffrey Mott
19 518. Frank J. Murphy
20 519. James Murphy
21 520. Margaret F. Murphy
22 521. Tracy Murphy
23 522. Kardakh Natto
24 523. Kelly F. Neal
25 524. Carmen Neidig

1 525. Dan F. Nelson
2 526. Teri Nelson
3 527. Gary Nelson
4 528. Linda Nelson
5 529. Gloria J. Nelson
6 530. James S. Nelson, IV
7 531. Fred G. Neufeld
8 532. Daniel Newman
9 533. Freda Newman
10 534. Elsie D. Newman
11 535. Larry E. Newman
12 536. Aleath Nicosia
13 537. Benjamin Nicosia
14 538. Richard A. Nielsen
15 539. Allen M. Nirenstein
16 540. Dorothy H. Nirenstein
17 541. John Nix
18 542. Lisa Nix
19 543. Stanley M. Novara
20 544. Joan Nunes
21 545. Henry Obermuller
22 546. Mengia Obermuller
23 547. Cathleen B. O'Connor
24 548. Robert H. O'Connor
25 549. Robert L. Ogren

1 550. Betty R. Ogren
2 551. William W. Ogren
3 552. David M. Olds
4 553. Sally W. Olds
5 554. Kevin Olsen
6 555. Annie Omaye
7 556. Stanley Omaye
8 557. Adrian J.R. Oosthuizen
9 558. Catherine Oppio
10 559. John E. O'Riordan
11 560. Sonhild A. O'Riordan
12 561. Veslav Orvin
13 562. Aaron I. Osherow
14 563. Paul Oster
15 564. David A Palmer
16 565. Cynthia Ann Pardee
17 566. Betty R. Pardo
18 567. Lexey S. Parker
19 568. Henry E. Pattison
20 569. Ruth V. Pattison
21 570. Jennefer C. Peele
22 571. Bill Penn
23 572. Isa Penn
24 573. Lynn R. Perlman
25 574. Robert H. Perlman

1 575. Andrew R. Peterson
2 576. Sharon Peterson
3 577. Robert D. Phillips
4 578. Holly J. Pickerel
5 579. Vickie Pieper
6 580. Donald H. Pinsker
7 581. Charles B. Plunkett
8 582. Arthur Polacheck
9 583. Glorianne Polacheck
10 584. Martha W. Potter
11 585. Hans J. Prakelt
12 586. James C. Presswood
13 587. Sharon E. Presswood
14 588. Dennis Raggi
15 589. John M. Randall
16 590. Shirley A. Randall
17 591. Benita M. Rashall
18 592. Charles P. Rashall
19 593. Linda K. Redfern
20 594. Linda S. Reed
21 595. Michael Reed
22 596. Mary Ann Rees
23 597. Noel E. Rees
24 598. Linda C. Reid
25 599. Michael H. Ricci

1 600. Jean G. Richards
2 601. Rachel Riehle
3 602. Cassandra J. Robbins
4 603. Donna R. Roberts
5 604. Robert W. Roberts
6 605. Alan Robinson
7 606. Gail Robinson
8 607. Robert R. Rodriguez
9 608. Elisabeth Rogal
10 609. Michael G. Rogal
11 610. James W. Rogers
12 611. Anita Rosenfield
13 612. Arnold Rosenthal
14 613. David Rosner
15 614. Mary E. Russell
16 615. Burton M. Sack
17 616. Gregory V. Sak
18 617. Jana L. Sak
19 618. Murray Salit
20 619. Randy M. Sanchez
21 620. Sharon Sanchez
22 621. Helena Sarmanian
23 622. Peter Sarmanian
24 623. Kenneth D. Sawyer
25 624. Howard C. Sayler

1 625. Phyllis L. Sayler
2 626. Edward J. Scheidegger
3 627. Janet E. Schnadt
4 628. William E. Schnadt
5 629. Kenneth Schulz
6 630. Shirley E. Schwartz
7 631. Ronald C. Shackelford
8 632. Steven A. Shane
9 633. Blanche Shapiro
10 634. Ira Jay Shapiro
11 635. Robert Shapiro
12 636. James W. Shaw
13 637. Evelyn Sheerin
14 638. Joann Sheerin
15 639. Sydney J. Siemens
16 640. Leslie P. Siggs
17 641. Robert G. Sikorski
18 642. Alan Simon
19 643. Carol Simon
20 644. Alan R. Simmons
21 645. Judith B. Simmons
22 646. Bernard Sindler
23 647. Tara Sindler
24 648. Daryl B. Sisk
25 649. Barbara Sklar

1 650. Susan M. Slater
2 651. Herbert Slovis
3 652. Julie B. Slovis
4 653. Bradford H. Smith
5 654. Maggie Smith
6 655. Joyce E. Smith
7 656. Heidi Snow
8 657. Jack Snow
9 658. Angela S. Snyder
10 659. Francesco Soro
11 660. Barbara J. Speckert
12 661. Robert S. Speckert
13 662. Charles J. Spina
14 663. Nancy H. Spina
15 664. Clifton H. Spindle
16 665. Verna R. Spindle
17 666. Carol A. Squicci
18 667. Arnold Stairman
19 668. Rosalind L. Stark
20 669. Jay S. Stein
21 670. Cynthia M. Steinmetz
22 671. Nicholas A. Steinmetz
23 672. David G. Sterling
24 673. Joseph Sterling
25 674. Theresa Sterling

1 675. Mary Jude
2 676. Michael D. Stewart
3 677. Gordon N. Stimpson
4 678. Marjorie I. Stimpson
5 679. George F. Stone
6 680. Margaret A. Stone
7 681. Denise Storch
8 682. Ralph R. Storch
9 683. Rand Sullivan
10 684. Robert Sullivan
11 685. Robert A. Susskind
12 686. Leland K. Swanson
13 687. Lena M. Swanson
14 688. Donald Swezey
15 689. Virginia Swilley
16 690. Ray Syfert
17 691. Carole Talan
18 692. Cyril Tammadge
19 693. Elizabeth Tarr
20 694. Wayne P. Tarr
21 695. Joyce L. Taylor
22 696. Kerry S. Taylor
23 697. Kevin Taylor
24 698. Calvin Terrill
25 699. Gary A. Thibault

1 700. Sandra C. Thibault
2 701. Bryan M. Thomas
3 702. Lori M. Thomas
4 703. Daryl D. Thompson
5 704. Gregory R. Thompson
6 705. Wilma Jean Thompson
7 706. Norman Tiano
8 707. Douglas Tichenor
9 708. Susan Tichenor
10 709. Dorothy Ton
11 710. James G. Ton
12 711. Richard Tracy
13 712. Anton Trapman
14 713. Irene Trapman
15 714. Rory Triantos
16 715. John M. Tripp
17 716. Warren W. Tripp
18 717. Carlos A. Trujillo
19 718. Carol I. Turner
20 719. Paul M. Turner
21 720. Judy Turner
22 721. Thomas R. Turner
23 722. Nancy B. Ventura
24 723. Roy R. Ventura
25 724. Melody Violet

1 725. Marietta Voglis
2 726. Jackie Ray Vohs
3 727. Gunter Volpel
4 728. Richard G. Vrbancic
5 729. Robert R. Wade
6 730. Shirley E. Wade
7 731. Ellen Walls
8 732. Joseph P. Walls
9 733. Dennis J. Ward
10 734. Patricia A. Ward
11 735. Carl M. Warfield
12 736. Laura W. Warfield
13 737. Colleen Weaver
14 738. John Weaver
15 739. Brigitte S. Weber
16 740. Heinrich R. Weber
17 741. Norm Webster
18 742. Ardis Weible
19 743. Dean F. Weible
20 744. Jerrold Weinstein
21 745. Andrew Welcher
22 746. Rosanne Welcher
23 747. Lawrence D. Wengert
24 748. Dawn M. Wengert
25 749. Connie Westbrook

1 750. Rachel Wheeler
2 751. Eugene C. Wiehe
3 752. Barton R. Wilkinson
4 753. Dianna J. Wilkinson
5 754. Joy Williams
6 755. Doris E. Winter
7 756. Craig Wisch
8 757. Kathryn Wolfe
9 758. Larry Wolfe
10 759. Marlin L. Wonders
11 760. R. Yvonne Wonders
12 761. Richard D. Wood
13 762. Cynthia Work
14 763. Maryanne H. Worthing
15 764. Ralph E. Worthing
16 765. Anthony P. Wynn
17 766. Sheri J. Wynn
18 767. Robert J. Yoder
19 768. Richard L. Younge
20 769. Joseph G. Zappulla
21 770. Carol A. Zappulla
22 771. Ken Zawacki
23 772. Anthony J. Zerbo
24 773. Franz J. Zimmer
25 774. All Other Similarly Situated Direct Lenders Represented By Bickel & Brewer.